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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **SOUTHERN DIVISION**

14 ROBYN REILMAN, an
15 individual, on behalf of herself and
16 all others similarly situated,

17 Plaintiff,

18 v.
19 **CLASS ACTION COMPLAINT**

20 FCA US, LLC,

21 Defendant.

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- 28
- 1. VIOLATION OF CALIFORNIA UNFAIR BUSINESS PRACTICES ACT;**
 - 2. VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW;**
 - 3. VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT;**
 - 4. VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT;**
 - 5. BREACH OF EXPRESS WRITTEN WARRANTY;**
 - 6. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY;**
 - 7. FRAUD AND DECEIT;**
 - 8. NEGLIGENT MISREPRESENTATION;**
 - 9. UNJUST ENRICHMENT; AND**
 - 10. NEGLIGENCE**

DEMAND FOR JURY TRIAL

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1 Plaintiff **ROBYN REILMAN**, an individual, on behalf of herself and on behalf
2 of all others similarly situated (*i.e.*, the members of the Plaintiff Class described and
3 defined within this Complaint), brings this class action complaint against Defendant
4 **FCA US, LLC** (herein after “Defendant”). Plaintiff herein alleges as follows:

5 **I. INTRODUCTION**

6 1. This consumer class action arises out of Defendant’s failure to disclose a
7 uniform and widespread defect causing its 2017 to 2018 Chrysler Pacifica Plug-in
8 Hybrid Electric Vehicles (“PHEVs”) to explode and catch fire. Defendant admits that
9 the root cause of the fires is unknown, and that no remedy exists to date. This class
10 action primarily challenges the pervasive false advertisements disseminated by
11 Defendant regarding the utility, functionality, and safety of its 2017 to 2018 Chrysler
12 Pacifica PHEVs. Exploiting the United States consumers’ market preference for both
13 hybrid vehicles and minivans, Defendant undertook in scope an almost unprecedented
14 marketing campaign to sell its vehicles by claiming that its vehicles are family friendly
15 and safe.

16 2. The vehicles (hereinafter “Class Vehicles”) are the 2017 and 2018 models
17 of the Chrysler Pacifica PHEVs. The Class Vehicles are at risk of exploding or
18 catching fire due to an unknown root cause, resulting in an immediate risk to the
19 vehicles’ occupants or the property surrounding the vehicles. On February 11, 2022,
20 after receiving numerous complaints regarding Class Vehicle fires, Defendant FCA,
21 US LLC issued Recall No. 22V-077 (hereinafter, the “Recall” or “Chrysler Recall”)
22 for the Class Vehicles.¹ Defendant has asked owners of Class Vehicles to abstain from
23 plugging in their minivans and parking near buildings and other cars after its internal
24 investigation uncovering twelve (12) fires among the Chrysler minivans.

25 3. Plaintiff ROBYN REILMAN (“Plaintiff” or “Mrs. Reilman”) is from
26 Valley Glen, California. Mrs. Reilman purchased a 2018 Chrysler Pacifica PHEV in
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28 ¹ NHTSA, Part 573 Safety Recall Report 22V-077 (February 11, 2022)
[hereinafter **Exhibit A**].

1 2018. Plaintiff, for herself and all others similarly situated, brings this class action in
 2 response to the serious manufacturing defect in their minivans that can result in
 3 catastrophic damages to their vehicles. Plaintiff, for herself and all others similarly
 4 situated, brings this action for reimbursement of the purchase price of the vehicles as
 5 well as other relief as deemed proper by this Court, pursuant to the Unfair Business
 6 Practices Act (California Business & Professions Code § 17200, *et seq.*); False
 7 Advertising (California Business & Professions Code § 17500, *et seq.*); Consumers
 8 Legal Remedies Act (California Civil Code § 1750, *et seq.*); the Magnuson-Moss
 9 Warranty Act (15 U.S.C. § 2301, *et seq.*); breach of express written warranty; breach
 10 of implied warranty of merchantability; fraud and deceit; negligent misrepresentation,
 11 unjust enrichment; and negligence.

12 4. Based on information and belief, Defendant FCA US, LLC is a limited
 13 liability company which is organized and in existence under the laws of the State of
 14 Delaware, and its principal place of business is in the State of Michigan. At all times
 15 relevant herein, Defendant was engaged in the business of designing, manufacturing,
 16 constructing, assembling, marketing, distributing, and selling automobiles and other
 17 motor vehicles and motor vehicle components in the United States. From its
 18 headquarters in Michigan, Defendant FCA US, LLC marketed the Class Vehicles to
 19 consumers.

20 5. Based on information and belief, Plaintiff alleges that at all times
 21 mentioned herein, Defendant and all unknown co-conspirators were an agent, servant,
 22 employee and/or joint venture of each other, and were at all times acting within the
 23 course and scope of said agency, service, employment, and/or joint venture with full
 24 knowledge, permission, and consent of each other. In addition, each of the acts and/or
 25 omissions of each Defendant and unknown co-conspirators alleged herein were made
 26 known to, and ratified by, Defendant. Plaintiff will seek leave of Court to amend this
 27 Complaint to reflect the true names and capacities of the unknown co-conspirators
 28 when such identities become known.

1 6. To the extent that there are any statutes of limitations applicable to
 2 Plaintiff's and Class Members' claims, the running of the limitations periods has been
 3 tolled by, *inter alia*, the following doctrines or rules: equitable tolling, the discovery
 4 rule, the fraudulent concealment rules, equitable estoppel, the repair rule, and/or class
 5 action tolling.

6 **II. JURISDICTION AND VENUE**

7 7. **Subject Matter Jurisdiction.** This Court has subject matter jurisdiction
 8 over this action pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28
 9 U.S.C. § 1332(d), because this is a class action in which the matter in controversy
 10 exceeds the sum of \$5,000,000, exclusive of interest and costs, and there are 100 or
 11 more class members who are citizens of different states from Defendant.

12 8. **Personal Jurisdiction.** This Court has personal jurisdiction over Plaintiff
 13 because Plaintiff resides in Los Angeles County and submits to the Court's
 14 jurisdiction. This Court has personal jurisdiction over Defendant because Defendant
 15 has conducted and continues to conduct substantial business in California, and has
 16 sufficient minimum contacts with California in that (1) Defendant FCA US, LLC, is
 17 registered to do business in the State of California with its registered office located at
 18 the address: 5000 Birch Street, Suite 10000, Newport Beach, Orange County, State of
 19 California; (2) Defendant FCA US, LLC maintains its "Los Angeles Parts Distribution
 20 Center" located at 5141 Santa Ana Street, Ontario, CA 91761 (San Bernardino
 21 County); (3) Defendant FCA US, LLC maintains dealerships selling Class Vehicles
 22 across the United States, including California; (4) Defendant engaged in a media
 23 campaign targeting California consumers; and (5) as noted by Chrysler, forty percent
 24 of all hybrids are sold in the State of California. California is the biggest minivan
 25 market in the country. *See infra*, Section III.B. at ¶ 26

26 9. **Venue.** Venue is proper in the United States District Court for the Central
 27 District of California pursuant to 28 U.S.C. § 1391(b) because Defendant does
 28 business within the state of California. Defendant sells a substantial number of

1 automobiles in this District, and has dealerships in this District, including a dealership
2 located in Chatsworth, California, County of Los Angeles. Venue is also proper
3 because Defendant caused harm to Class Members residing in this District.

4 **III. FACTUAL ALLEGATIONS**

5 **A. Plaintiff ROBYN REILMAN**

6 10. Plaintiff is a resident and citizen of Valley Glen, California. She
7 purchased a new 2018 Chrysler Pacifica PHEV in 2018 at a dealership located in
8 Chatsworth, California, Los Angeles County.

9 11. Since the Recall, Mrs. Reilman has been left with a vehicle that could
10 catch fire at any second, resulting in an immediate risk to her vehicles' occupants,
11 including her husband, or the property surrounding her vehicle.

12 12. Mrs. Reilman called the telephone number listed in the recall notice that
13 she received for her vehicle to see if she can proceed with a buyback request for the
14 vehicle. After speaking to multiple people, Mrs. Reilman's request was denied without
15 a clear explanation. Instead, **she was advised to park her car in an empty lot**
16 **somewhere.**

17 13. Mrs. Reilman is concerned about the safety hazard noted in the recall
18 notice; however, she has no other choice but to use her dangerous vehicle, including
19 parking her vehicle inside her garage.

20 14. Mrs. Reilman made the decision to purchase a 2018 Chrysler Pacifica
21 PHEV after researching, viewing, and relying on television, print, and online Chrysler
22 advertisements depicting the Class Vehicle as the "most family friendly minivan in its
23 class," and assuring consumers that, "[y]our family's safety and security are what
24 matter most."² Based on information and belief, those same television, print and

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27 2 2018 Chrysler Pacifica Brochure <https://cdn.dealereprocess.org/cdn/brochures/chrysler/2018-pacifica.pdf> (2018) (Last accessed: April 4, 2022) [hereinafter **Exhibit B**].

1 online advertisements were disseminated by Defendant throughout California and the
2 United States regarding the safety of the Class Vehicles.

3 15. When researching the Class Vehicles by reviewing Defendant's websites,
4 television commercials, and print advertisements in magazines, Mrs. Reilman was
5 impressed with the utility and safety of the vehicles, which led her to believe that her
6 vehicle would be safe, functional, and she would be able to park it anywhere, including
7 at her own house. Mrs. Reilman relied heavily on these advertisements in deciding to
8 buy her vehicle.

9 16. Based on these representations, Mrs. Reilman reasonably believed that
10 she would be able to safely drive her vehicle and that it would not unexpectedly catch
11 fire. Furthermore, none of these advertisements provided a clear or understandable
12 disclaimer that the Class Vehicles were susceptible to spontaneous combustion or
13 would be unsafe.

14 17. After purchasing the vehicle, Mrs. Reilman discovered that her vehicle
15 would not be safely parked, that her vehicle could catch fire, and ultimately was not
16 safe for her or her husband. Had it been disclosed to Mrs. Reilman that Defendant's
17 advertisements of the safety of Class Vehicles were false, she would have considered
18 buying a different vehicle. Based on information and belief, Defendant's false
19 advertisements made to Mrs. Reilman were part of a targeted marketing plan executed
20 by Defendant to class members throughout California and the United States.

21 18. Mrs. Reilman, therefore, has been damaged, and seeks, on behalf of
22 herself and all others similarly situated, monetary damages and injunctive and other
23 equitable relief for Defendant's misconduct in the design, manufacture, marketing,
24 sale, and lease of the Class Vehicles as alleged in this Class Action Complaint.

25 **B. Defendant FCA US, LLC**

26 19. FCA US, LLC offers passenger cars, utility vehicles, minivans, trucks,
27 and commercial vans, as well as distributes automotive service parts and accessories.
28 As the North American arm of Fiat Chrysler Automobiles, FCA US, LLC

1 manufactures a range of vehicles under its Fiat and Chrysler brands, including Jeep,
 2 Ram, Dodge, Alfa Romeo, and Abarth at 45 plants in the United States and Mexico. It
 3 ships about 2.5 million vehicles every year. It also features its parent's trademarked
 4 MOPAR automobile parts and service brand which carries more than 500,000 parts,
 5 options, and accessories for vehicle customization.

6 20. The Chrysler Recall admits that Chrysler has no remedy at the moment
 7 for the Class Vehicles: "FCA US will conduct a voluntary safety recall on all affected
 8 vehicles. Remedy is under development. Until further notice, the Company is advising
 9 owners of these hybrid vehicles to refrain from recharging them, and to park them
 10 away from structures and other vehicles." The Recall report states that, "Remedy is
 11 under development. Root cause is unknown."³

12 21. FCA US, LLC contends that the "root cause is unknown" and the
 13 "remedy is under development," in its Recall Report. Defendant describes the safety
 14 risk of a vehicle fire to consumers as, "an increased risk of occupant injury and/or
 15 injury to persons outside the vehicle, as well as property damage." This is true, "even
 16 with the ignition in the 'OFF' mode."

17 22. As a result, Class Vehicle owners and lessees have been burdened with
 18 vehicles that do not perform as advertised and cannot be safely parked like other cars.
 19 Due to the undisclosed defect, Plaintiff and Class Members were deprived the benefit
 20 of their bargain in purchasing or leasing their Class Vehicles. Further, Plaintiff and
 21 Class Members suffered an ascertainable loss of money, property, and/or value of their
 22 Class Vehicles.

23 23. A total of 19,808 minivans are included in the Recall, with 16,741 in the
 24 United States, 2,317 in Canada and an additional 750 in places outside North

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 28 ³ See Exh. A at 3.

1 America.⁴ Defendant estimates that the estimated percentage of Class Vehicles with
 2 the unknown defect is 100%.

3 24. Although Defendant reports that the “root cause [of the fires] is
 4 unknown,” it represented to 2017 and 2018 Chrysler Pacifica PHEV consumers that
 5 the minivan was suited as a family vehicle and that the minivan sported numerous
 6 safety and security features.

7 25. Defendant represented to consumers of the **2017 Chrysler Pacifica**
 8 **PHEV** that the minivan was suited for “family utility” and consumers’ “family’s
 9 active lifestyle.”⁵ Defendant emphasized that the minivan was a “family room on
 10 wheels,” and reassured consumers that, “your family’s safety and security are what
 11 matter most.” Further, Defendant highlighted the 2017 Chrysler Pacifica PHEV as
 12 having “100+ standard and available safety & security features.” (Exh. C). Defendant
 13 represented in its materials that, “paramount to helping protect you and your family is
 14 over 100 standard and available safety and security features that automatically react in
 15 the blink of an eye.” (*Id.*) Based on information and belief, these representations were
 16 disseminated by FCA US, LLC throughout California and the United States regarding
 17 the safety of the vehicle.

18 26. Similarly, Defendant represented to consumers of the **2018 Chrysler**
 19 **Pacifica PHEV** that the minivan was “here to serve your real life with care as the most
 20 family friendly minivan in its class.” (Exh. B). Defendant emphasized the 2018
 21 minivan’s numerous safety and security features. (*Id.*) Defendant highlighted its
 22 mission for reducing emissions, and helping consumers “see savings.” (*Id.*)
 23 Defendant advertised the 2018 Chrysler Pacifica PHEV as having “a 33-mile electric

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 25 ⁴ Steven Ewing, “Chrysler Pacifica Hybrid Recalled Due to Fire Risk.”
 26 *Roadshow*, CNET, 14 Feb. 2022, <https://www.cnet.com/roadshow/news/chrysler-pacifica-hybrid-minivan-fire-recall/>. (Last accessed: April 4, 2022).

27 ⁵ *The All-New 2017 Chrysler Pacifica - Cdn.dealereprocess.org.*
 28 <https://cdn.dealereprocess.org/cdn/brochures/chrysler/2017-pacifica.pdf> (Last accessed: April 4, 2022) [hereinafter **Exhibit C**].

1 driving range,” and “less dependent on gas, helping you produce less emissions for a
 2 greener planet.” (*Id.*) Further, the 2018 Chrysler Pacifica marketing campaign
 3 targeted California specifically. “Forty percent of all hybrids are sold in the State of
 4 California—it’s also the biggest minivan market in the country—so it makes perfect
 5 sense that we say the Chrysler Pacifica Hybrid is the ‘Official Family Vehicle for
 6 California,’” claimed Tim Kuniskis of FCA US, LLC’s North America branch.⁶
 7 (Emphasis added). The advertisements included broadcasting, print, radio, social
 8 media, and even billboards across the state. The full 360-degree campaign included
 9 California’s state bird, the valley quail, the state animal, the grizzly bear, the state
 10 reptile, the desert tortoise, and even the state’s rock, the serpentine.⁷ Based on
 11 information and belief, these representations were disseminated by FCA US, LLC
 12 throughout California and the United States regarding the safety, and efficiency of the
 13 vehicle.

14 27. Instead of performing as Defendant advertised, the Class Vehicles pose a
 15 significant safety risk to Class Vehicle owners and lessees, their families, other
 16 occupants in the vehicles, and surrounding property.

17 28. This is not the first recall for the Pacifica Hybrid, nor the first for
 18 unexpected fires. Defendant recalled 27,634 Chrysler Pacifica PHEVs in response to a
 19 similar fire-related problem in 2020.⁸ Owners were warned to park their vehicles
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21 ⁶ “Chrysler Brand Launches California-Specific Multimedia Marketing
 22 Campaign for Chrysler Pacifica Plug-in Hybrid Minivan.” *Chrysler Brand Launches*
 23 *California-Specific Multimedia Marketing Campaign for Chrysler Pacifica Plug-in*
 24 *Hybrid Minivan*, 26 June 2018, [https://www.prnewswire.com/news-releases/chrysler-](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html)
 25 [brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html)
 26 [pacifica-plug-in-hybrid-minivan-300534089.html](https://www.prnewswire.com/news-releases/chrysler-brand-launches-california-specific-multimedia-marketing-campaign-for-chrysler-pacifica-plug-in-hybrid-minivan-300534089.html). (Last accessed: April 4, 2022).

27 ⁷ *Ibid.* (Last accessed: April 4, 2022).

28 ⁸ Keith Barry, “Don’t Plug in Pacifica Hybrids Due to Fire Risk, Chrysler Says.” *Consumer Reports*, 15 Feb. 2022, <https://www.consumerreports.org/car-recalls-defects/dont-plug-in-pacifica-hybrids-due-to-fire-risk-chrysler-says-a740876338/#:~:text=After%2012%20reports%20of%20cars,a%20recall%20fix%20is%20available>. (Last accessed: April 4, 2022).

1 outside back in 2020 (“2020 Recall”), due to a poor connection to the vehicle’s 12-volt
2 battery that could cause a fire.⁹

3 FCA US, LLC has been aware of the unexpected fires since at least 2020,
4 the date of its first fire-related recall of 27,634 Chrysler Pacifica PHEVs.¹⁰ Even after
5 the 2020 recall, fires are continuing to occur.

6 FCA US, LLC began notifying dealers and owners on or about April 2,
7 2022. (Exh. A, pg. 3). There is no justifiable reason for this delay, particularly
8 because Defendant has done little more than warn its consumers to refrain from
9 charging them and parking them away from other structures and buildings. This so-
10 called “fix” leaves consumers with a vehicle that is nearly useless and at risk of
11 immediate fire—resulting in harm to Class Vehicle owners and lessees.

12 Defendant’s knowledge of the unexpected fires, and its subsequent
13 inaction, has resulted in harm to Plaintiff and Class Members.

14 **IV. CLASS ACTION ALLEGATIONS**

15 Plaintiff brings this class action pursuant to FRCP 23(b)(3), on behalf of
16 herself and all others similarly situated, as a member of the proposed class (hereafter
17 “The Class”), as defined as follows:

18 All owners of Class Vehicles who purchased or leased their
19 vehicles in the United States.

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22 ⁹ Lewin Day, “Chrysler Pacifica Hybrid Recalled for Fire Risk, so Don’t Plug
23 Yours In.” *The Drive*, 15 Feb. 2022, <https://www.thedrive.com/news/44308/chrysler-pacifica-hybrid-recalled-for-fire-risk-so-dont-plug-yours-in#:~:text=Plug-in%20hybrids%20have%20the%20benefit%20over%20their%20regular,recall%20for%20unexpected%20fires%2C%20according%20to%20Consumer%20Reports>. (Last accessed: April 4, 2022).

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26 ¹⁰ Keith Barry, “Park Your Pacifica Hybrid Outside until Fire Risk Is Fixed,
27 Chrysler Says.” *Consumer Reports*, 12 June 2020,
28 <https://www.consumerreports.org/car-recalls-defects/park-chrysler-pacifica-hybrid-outside-until-fire-risk-is-fixed/>. (Last accessed: April 4, 2022).

1 Excluded from the above class is any entity in which Defendant has a controlling
2 interest, and officers or directors of Defendant.

3 33. Alternatively, Plaintiff proposes a California class, as defined as follows:

4 All owners of Class Vehicles who purchased or leased their
5 vehicles in California.

6 Excluded from the above class is any entity in which Defendant has a controlling
7 interest, and officers or directors of Defendant.

8 34. This action is brought as a class action and may properly be so maintained
9 pursuant to the provisions of Federal Rules of Civil Procedure 23, to amend or modify
10 the Class description with greater specificity or further division into subclasses or
11 limitation to particular issues, based on the results of discovery.

12 35. **Numerosity of the Class.** The members of the Class are so numerous
13 that their individual joinder is impracticable. Plaintiff is informed and believes that
14 there are at least 16,741 purchasers in the Class—reflecting the number of Class
15 Vehicles Defendant recalled. Inasmuch as the class members may be identified
16 through business records regularly maintained by Defendant and its employees and
17 agents, and through the media, the number and identities of class members can be
18 ascertained. Members of the Class can be notified of the pending action by e-mail,
19 mail, and supplemental published notice, if necessary.

20 36. **Existence and Predominance of Common Questions of Fact and Law.**

21 There are questions of law and fact common to the Class. These questions
22 predominate over any questions affecting only individual Class Members. These
23 common legal and factual issues include, but are not limited to:

- 24
- 25 a. Whether Defendant engaged in the conduct alleged herein;
 - 26 b. Whether Defendant had knowledge of the heightened fire risk in the
27 Class Vehicles when they placed Class Vehicles into the stream of
28 commerce in the United States;

- c. Whether Defendant should have had knowledge of the heightened fire risk in the Class Vehicles when they placed Class Vehicles into the stream of commerce in the United States;
 - d. When Defendant became aware of the defect causing fires in Class Vehicles;
 - e. Whether Defendant knowingly failed to disclose the existence and cause of the defect in the Class Vehicles;
 - f. Whether Defendant knowingly concealed the defect in the Class Vehicles;
 - g. Whether Defendant's conduct as alleged herein violates consumer protection laws;
 - h. Whether Defendant's conduct as alleged herein violates warranty laws;
 - i. Whether Defendant's conduct as alleged herein violates the other laws as set forth in the causes of action;
 - j. Whether Plaintiff and Class Members have suffered an ascertainable loss as a result of the defect; and
 - k. Whether Plaintiff and Class Members are entitled to damages and equitable relief.

37. **Typicality.** Plaintiff's claims are typical of the other Class Members' claims because all Class Members were comparably injured through Defendant's substantially uniform misconduct as described above. The Plaintiff representing the Class is advancing the same claims and legal theories on behalf of herself and all other members of the Class that she represents, and there are no defenses that are unique to Plaintiff. The claims of the Plaintiff and the Class Members arise from the same operative facts and are based on the same legal theories.

38. **Adequacy of Representation.** Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the other

1 members of the Class she seeks to represent; Plaintiff has retained counsel competent
 2 and experienced in complex class action litigation; and Plaintiff intends to prosecute
 3 this action vigorously. The Class's interest will be fairly and adequately protected by
 4 Plaintiff and her counsel.

5 39. **Predominance and Superiority.** This suit may be maintained as a class
 6 action under Federal Rule of Civil Procedure 23(b)(3), because questions of law and
 7 fact common to the Class predominate over the questions affecting only individual
 8 members of the Class and a class action is superior to other available means for the fair
 9 and efficient adjudication of this dispute. The damages suffered by individual class
 10 members are small compared to the burden and expense of individual prosecution of
 11 the complex and extensive litigation needed to address Defendant's conduct. Further,
 12 it would be virtually impossible for the members of the Class to individually redress
 13 effectively the wrongs done to them. In addition, individualized litigation increases
 14 the delay and expense to all parties and to the court system resulting from complex
 15 legal and factual issues of the case. Individualized litigation also presents a potential
 16 for inconsistent or contradictory judgments. By contrast, the class action device
 17 presents a potential for managing difficulties; allows the hearing of claims which
 18 might otherwise go unaddressed because of the relative expense of bringing individual
 19 lawsuits; and provides the benefits of single adjudication, economies of scale, and
 20 comprehensive supervision by a single court.

21 40. The Class Plaintiff contemplates the eventual issuance of notice to the
 22 proposed Class Members setting forth the subject and nature of the instant action.
 23 Upon information and belief, Defendant's own business records and electronic media
 24 can be utilized for the contemplated notices. To the extent that any further notices may
 25 be required, the Class Plaintiff would contemplate the use of additional media and/or
 26 mailings.

27 41. This action is properly maintained as a Class Action pursuant to Rule
 28 23(b) of the Federal Rules of Civil Procedure, in that: **(a)** Without class certification

1 and determination of declaratory, injunctive, statutory and other legal questions within
 2 the class format, prosecution of separate actions by individual members of the Class
 3 will create the risk of: (i) inconsistent or varying adjudications with respect to
 4 individual members of the Class which would establish incompatible standards of
 5 conduct for the parties opposing the Class; or (ii) adjudication with respect to
 6 individual members of the Class which would as a practical matter be dispositive of
 7 the interests of the other members not parties to the adjudication or substantially impair
 8 or impede their ability to protect their interests; (b) The parties opposing the Class
 9 have acted or refused to act on grounds generally applicable to each member of the
 10 Class, thereby making appropriate final injunctive or corresponding declaratory relief
 11 with respect to the Class as a whole; or (c) Common questions of law and fact exist as
 12 to the members of the Class and predominate over any questions affecting only
 13 individual members, and a Class Action is superior to other available methods of the
 14 fair and efficient adjudication of the controversy, including consideration of: (i) the
 15 interests of the members of the Class in individually controlling the prosecution or
 16 defense of separate actions; (ii) the extent and nature of any litigation concerning
 17 controversy already commenced by or against members of the Class; (iii) the
 18 desirability or undesirability of concentrating the litigation of the claims in the
 19 particular forum; and (iv) the difficulties likely to be encountered in the management
 20 of a Class Action.

21 **V. CLAIMS**

22 **FIRST CLAIM:**

23 [Violation of California Business & Professions Code Sections 17200, *et seq.* –
 Unfair Business Practices Act]

24 42. Plaintiff re-alleges and incorporates by reference each of the allegations
 25 contained in the preceding paragraphs of this Complaint as though fully alleged in this
 26 Cause of Action.

27 43. California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et*
 28 *seq.*) is designed to protect consumers from unlawful, unfair or fraudulent business

1 acts or practices, including the use of any deception, fraud, misrepresentation, or the
2 concealment, suppression or omission of any material fact.

3 44. At times, places, and involving participants known exclusively to
4 Defendant and third parties and concealed from Plaintiff, Defendant has engaged in
5 unlawful, unfair, and fraudulent business practices in violation of the UCL as set forth
6 above. Defendant's business practices, set forth in this Complaint, are deceptive and
7 violate Section 17200 because their practices are likely to deceive consumers in
8 California.

9 45. Defendant overstated the utility and safety of Class Vehicles by marketing
10 the Class Vehicles as having over 100 safety and security features to keep consumers
11 safe, and as the most family friendly minivan in its class, knowing that such
12 representations were false.

13 46. Defendant knew or should have known that false and misleading
14 statements about Class Vehicles were being made and likely to mislead the public.
15 Defendant made or disseminated false and misleading statements or caused false and
16 misleading statements to be made or disseminated.

17 47. The misrepresentations and omissions alleged herein are **fraudulent**, and
18 thus amount to unfair competition as set forth by the Unfair Competition Law, in that
19 Defendant pioneered a deceptive marketing campaign to overstate the safety and
20 security features of the Class Vehicles.

21 48. Defendant's conduct and the harm it caused, and continues to cause, is not
22 reasonably avoidable by Plaintiff and Class Members. Due to its deceptive acts and
23 omissions, Defendant knew or had reason to know that Plaintiff and Class Members
24 would not have reasonably known or discovered the risk of spontaneous combustion
25 and inability to freely park their cars.

26 49. The misrepresentations and omissions alleged herein are **unlawful**, and
27 thus amount to unfair competition as set forth by the Unfair Competition Law, in that
28 they violate, among other things, California Business and Professions Code § 17500,

1 and several other common law violations, including deceit, fraud, misrepresentation,
2 and unjust enrichment. These unlawful practices include, but are not limited to:

- 3 a. Defendant misrepresented the source, sponsorship, approval, or
4 certification of goods or services in violation of the Consumers Legal Remedies Act,
5 Civ. Code Section 1770(a)(2);
- 6 b. Defendant represented that goods or services have sponsorship, approval,
7 characteristics, ingredients, uses, benefits, or quantities that they do not have in
8 violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(5);
- 9 c. Defendant represented that goods or services are of a particular standard,
10 quality, or grade, or that goods are of a particular style or model, if they are of another
11 in violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(7); and
- 12 d. Defendant made or disseminated, directly or indirectly, untrue, false, or
13 misleading statements about the utility and safety of Class Vehicles, or causing untrue,
14 false, or misleading statements about the utility and safety of Class Vehicles to be
15 made or disseminated to the general public in violation of the UCL.

16 50. As set forth above, Defendant misrepresented the utility and safety of
17 Class Vehicles. Defendant disseminated these untrue and misleading
18 misrepresentations with the intent to boost the sales and profits of Defendant.

19 51. The misrepresentations and omissions alleged herein are unfair, and thus
20 amount to unfair competition as set forth by the Unfair Competition Law, in that they
21 are immoral, oppressive, unscrupulous and substantially injurious to consumers. The
22 injury to Plaintiff and Class Members caused by Defendant's actions greatly outweighs
23 any countervailing benefits to consumers or competition under all of the
24 circumstances.

25 52. As a direct and proximate result of the foregoing acts and practices,
26 Defendant has received, or will receive, income, profits, and other benefits, which it
27 would not have received if it had not engaged in the violations of the UCL described in
28 this Complaint.

1 53. As a direct and proximate result of the foregoing acts and practices,
2 Defendant has obtained an unfair advantage over similar businesses that have not
3 engaged in such practices.

4 54. As a direct and proximate cause of Defendant's violations of the Unfair
5 Competition Law, Plaintiff suffered an injury and monetary harm because her Class
6 Vehicle is at heightened risk of fire, and she cannot freely park her vehicle.

7 55. Plaintiff and the Class Members, and each of them, have been damaged
8 by said practices. Pursuant to California Business and Professions Code §§ 17200 and
9 17203, Plaintiff, on behalf of herself and all others similarly situated, seeks relief as
10 prayed for below.

11 56. As a result of Defendant's violations of the Business & Professions Code
12 section 17200, *et seq.*, Plaintiff and the Class are entitled to equitable relief in the form
13 of full restitution.

14 57. Plaintiff and the Class also seek an order enjoining Defendant from
15 continuing its unlawful business practices and from such future conduct.

16 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

SECOND CLAIM:

[Violation of California Business & Professions Code Sections 17500, *et seq.* –
False Advertising Law]

19 58. Plaintiff re-alleges and incorporates by reference each of the allegations
20 contained in the preceding paragraphs of this Complaint as though fully alleged in this
21 Cause of Action.

22 59. Business and Professions Code Section 17500, *et seq.*, also known as
23 California False Advertising Law (“FAL”), makes it unlawful for a business to make,
24 disseminate, or cause to be made or disseminated to the public “any statement,
25 concerning . . . real or personal property . . . which is untrue or misleading, and which
26 is known, or which by the exercise of reasonable care should be known, to be untrue or
27 misleading.”

1 60. As alleged above, at times, places, and involving participants known
2 exclusively to Defendant, Defendant violated the FAL by making and disseminating
3 false or misleading statements about the utility and safety of Class Vehicles, or by
4 causing false or misleading statements about the utility and safety of Class Vehicles to
5 be made or disseminated to the public.

6 61. Defendant's marketing scheme, as set forth in this Complaint, is false and
7 deceptive and violates Section 17500 because Defendant, in furtherance of the scheme,
8 made misrepresentations and omissions regarding the safety and utility of Class
9 Vehicles to deceive consumers.

10 62. Defendant overstated the utility and safety of Class Vehicles by marketing
11 the Class Vehicles as having over 100 safety and security features to keep consumers
12 safe, and as the most family friendly minivan in its class, knowing that such
13 representations were false.

14 63. Defendant disseminated materially misleading advertisements and
15 deceptive information in print, online, and television formats, and omitted material
16 information, as discussed throughout the complaint, for purposes of inducing
17 customers to purchase the Class Vehicles, in violation of California Business and
18 Professions Code § 17500, *et seq.*

19 64. At the time it made or disseminated its false and misleading statements or
20 caused these statements to be made or disseminated, Defendant knew or should have
21 known that the statements were false and misleading and therefore likely to deceive the
22 public. In addition, Defendant knew and should have known that its false and
23 misleading advertising created a false or misleading impression of the risks and
24 benefits of purchasing a Class Vehicle.

25 65. As a result of Defendant's violations, Plaintiff and Class Members are
26 entitled to equitable relief in the form of full restitution of all monies paid for the sales
27 price of the Class Vehicles, diminished value of the Class Vehicles, and/or
28 disgorgement of the profits derived from Defendant's false and misleading advertising.

66. Plaintiff also seeks an order enjoining Defendant from such future conduct.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

THIRD CLAIM:

[Violation of California Civil Code Sections 1750, *et seq.* –
Consumers Legal Remedies Act]

67. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

68. The following definitions come within the meaning of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*):

69. The members of the Class, all of whom purchased the Class Vehicles manufactured and sold by FCA US, LLC are “consumers” (Cal. Civ. Code § 1761(d));

70. Defendant FCA US, LLC is a “person” (Cal. Civ. Code § 1761(c));

71. Plaintiff and each and every Class members' purchase of the Class Vehicle constitute a "transaction" (Cal. Civ. Code § 1761(e)); and

72. The Class Vehicles are “goods” (Cal. Civ. Code § 1761(a)).

73. Plaintiff and Class Members acquired, by purchase or lease, Class Vehicles for personal, family, or household purposes.

74. Defendant overstated the utility and safety of Class Vehicles by marketing the Class Vehicles as having over 100 safety and security features to keep consumers safe, and as the most family friendly minivan in its class, knowing that such representations were false.

75. A reasonable consumer would consider these representations material and important in deciding whether to buy or lease Class Vehicles.

76. The acts and practices of Defendant as discussed throughout the Complaint, constitute “unfair or deceptive acts or practices” by Defendant, that are unlawful, as enumerated in section 1770(a) of the California Civil Code. These unlawful practices include, but are not limited to:

1 a. Defendant misrepresented the source, sponsorship, approval, or
2 certification of goods or services in violation of the Consumers Legal Remedies Act,
3 Civ. Code Section 1770(a)(2);

4 b. Defendant represented that goods or services have sponsorship, approval,
5 characteristics, ingredients, uses, benefits, or quantities that they do not have in
6 violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(5); and

7 c. Defendant represented that goods or services are of a particular standard,
8 quality, or grade, or that goods are of a particular style or model, if they are of another
9 in violation of the Consumers Legal Remedies Act, Civ. Code Section 1770(a)(7).

10 77. Such misconduct materially affected the purchasing decisions of Plaintiff
11 and the Class Members. Defendant's representations were a substantial factor in
12 Plaintiff's decision to purchase a Class Vehicle.

13 78. Plaintiff and Class Members were harmed because they were required to
14 stop using Class Vehicles and fear immediate catastrophic injury to themselves and
15 passengers of the Class Vehicles, and people and property surrounding the Class
16 Vehicles.

17 79. Plaintiff seeks restitution and injunctive relief pursuant to California Civil
18 Code § 1780. Unless Defendant is enjoined from engaging in such wrongful actions
19 and conduct in the future, members of the consuming public will be further damaged
20 by Defendant's conduct.

21 80. Plaintiff and the Class Members are entitled to equitable relief on behalf
22 of the members of the Class, pursuant to Civil Code section 1780, subdivision
23 (a)(2)(5), prohibiting Defendant from continuing to engage in the above-described
24 violations of the CLRA. Plaintiff and the Class Members further seek reasonable
25 attorneys' fees under Civil Code section 1780(e). Plaintiff and the Class Members
26 seek restitution under Civil Code section 1780(a).

27 81. Pursuant to Cal. Civ. Code section 1782(a), on April 7, 2022 Plaintiff sent
28 a letter to FCA US, LLC notifying them of their CLRA violations and affording them

1 the opportunity to correct their business practices and rectify the harm they caused.
2 Plaintiff sent the CLRA notice via certified mail, return receipt requested, to FCA US,
3 LLC's principal place of business. This notice is attached to this Complaint as **Exhibit**
4 **D**. Should FCA US, LLC fail to correct its business practices or provide the relief
5 requested within 30 days, Plaintiff will amend this Complaint to seek monetary
6 damages under the CLRA.

7 82. In accordance with Cal. Civ. Code section 1780(d), Plaintiff's CLRA
8 venue declaration is attached to this Complaint as **Exhibit E**.

9 83. The conduct of Defendant set forth herein was reprehensible and
10 subjected Plaintiff to cruel and unjust hardship in conscious disregard of her rights,
11 constituting oppression. Defendant's behavior evidences a conscious disregard for the
12 safety of Plaintiff and Class Members. Defendant's conduct was and is despicable
13 conduct and constitutes malice under Section 3294 of the California Civil Code. An
14 officer, director, or managing agent of Defendant personally committed, authorized,
15 and/or ratified the reprehensible conduct set forth herein. Plaintiff will amend this
16 cause of action to seek an award of punitive damages sufficient to penalize Defendant
17 should her CLRA letter not be complied with fully.

18 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

19 **FOURTH CLAIM:**

20 [Violation of 15 U.S.C. Section 2301, *et seq.* –
21 the Magnuson-Moss Warranty Act]

22 84. Plaintiff re-alleges and incorporates by reference each of the allegations
23 contained in the preceding paragraphs of this Complaint as though fully alleged in this
Cause of Action.

24 85. Plaintiff and Class Members are "consumers" within the meaning of the
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

26 86. Defendant is a "supplier" and a "warrantor" within the meaning of the
27 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

1 87. The Class Vehicles are a “consumer product” within the meaning of the
2 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

3 88. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(1) provides for a
4 cause of action for any consumer who is damaged by the failures of a warrantor to
5 comply with a written warranty.

6 89. Pursuant to 15 U.S.C. § 2310(e), Plaintiff and the Class are not required to
7 provide Defendant notice of this class action and an opportunity to cure until the time
8 the Court determines the representative capacity of Plaintiff pursuant to FRCP 23.

9 90. Defendant’s representations as described herein that Class Vehicles sold
10 to Plaintiff and Class Members have the safety and security of the minivan are written
11 warranties within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §
12 2301(6).

13 91. Through written and implied warranties, Defendant warranted that the
14 Class Vehicles are free from defects, of merchantable quality, and fit for their ordinary
15 and represented use.

16 92. Defendant breached the warranties as described herein. Contrary to
17 Defendant’s representations, Plaintiff and other Class Members are faced with the
18 choice of risking potential car fires, or refraining from recharging their vehicles and
19 parking them away from structures and other vehicles. As such, the Class Vehicles do
20 not perform as promised and are unfit and unreasonably dangerous for ordinary use.

21 93. Defendant knew or should have known of the defect and potential fire risk
22 in the Class Vehicles.

23 94. Defendant knew or should have known that its representations regarding
24 the capabilities of the Class Vehicles were false, yet proceeded with a multi-year
25 advertising campaign through which Defendant promised consumers that the Class
26 Vehicles were family friendly, secure, and safe.

27 95. Plaintiff and Class Members were damaged as a result of Defendant’s
28 breach of warranty because they received a product incapable of performing as

1 Defendant represented without extreme risks to Plaintiff's and Class Members' safety,
2 rendering the Class Vehicles less valuable than represented.

3 96. Plaintiff and the Class are entitled to damages caused by Defendant's
4 breaches of the warranties, including economic damages based upon either a return of
5 Plaintiff and Class Members' purchase price; and/or the difference between the price
6 paid for the Class Vehicle as warranted and the actual value of the Class Vehicle as
7 delivered, and consequential damages.

8 97. In addition, Plaintiff and the Class are entitled to reasonable attorneys'
9 fees and costs as determined by the Court.

10 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

11 **FIFTH CLAIM:**

12 [Breach of Express Written Warranty –
13 California Civil Code Sections 1791.2(a) & 1794]

14 98. Plaintiff re-alleges and incorporates by reference each of the allegations
15 contained in the preceding paragraphs of this Complaint as though fully alleged in this
16 Cause of Action.

17 99. Defendant warranted to Plaintiff and Class Members through written
18 statements and multi-media advertisements that the Class Vehicles would work safely
19 and securely, and could be charged safely.

20 100. The Class Vehicles that Plaintiff and Class Members purchased from
21 Defendant did not perform safely and securely, nor can they be charged safely.

22 101. Defendant breached this warranty by knowingly selling vehicles equipped
23 with defective product causing spontaneous combustion and fires.

24 102. Defendant failed to repair the Class Vehicles as required by the warranty.

25 103. The failure of the Class Vehicles to be as represented was a substantial
26 factor in causing Plaintiff and Class Members harm because they were required to stop
27 using Class Vehicles and fear immediate catastrophic injury to themselves and
28 passengers of the Class Vehicles, and people and property surrounding the Class
Vehicles.

1 104. Plaintiff and the California Class have been damaged as a direct and
2 proximate result of Defendant's breaches in that the Class Vehicles purchased by
3 Plaintiff and the Class Members were and are worth far less than what Plaintiff and the
4 Class Members paid to purchase or lease them.

5 105. The Class Vehicles were defective as herein alleged at the time they left
6 Defendant's factories, and the vehicles reached Plaintiff and Class Members without
7 substantial change in the condition in which they were sold.

8 106. As a direct and proximate result of these breaches, Plaintiff and the Class
9 Members have suffered various injuries, including a diminution of value in the Class
10 Vehicles.

11 107. Plaintiff and Class Members have been harmed by Defendant's failure to
12 comply with its obligations under the implied warranty. Plaintiff and the Class
13 Members have suffered an injury in fact and have suffered an economic loss by, *inter*
14 *alia*, (a) purchasing a product they never would have leased or purchased; (b) leasing
15 or purchasing an inferior product whose nature and characteristics render it of a lesser
16 value than represented; (c) incurring costs for diminished resale value of the Class
17 Vehicles purchased or leased; (d) leasing and/or purchasing a product that poses a
18 danger to the health and safety of the public; (e) incurring increased costs to repair the
19 Class Vehicles purchased, and (f) incurring costs for loss of use. Accordingly, the
20 Court must issue an injunction restraining and enjoining Defendant from sending or
21 transmitting false and misleading advertising to individuals or entities concerning the
22 purported safety and quality of the Class Vehicles from Defendant.

23 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

SIXTH CLAIM:

[Breach of Implied Warranty of Merchantability – California Civil Code Sections 1791.1; 1794; & 1795.5]

26 108. Plaintiff re-alleges and incorporates by reference each of the allegations
27 contained in the preceding paragraphs of this Complaint as though fully alleged in this
28 Cause of Action.

1 109. Pursuant to Civil Code section 1792, the sale or lease of the Class
2 Vehicles were accompanied by Defendant's implied warranty of merchantability.
3 Pursuant to Civil Code section 1791.1, the duration of the implied warranty is
4 coextensive in duration with the duration of the express written warranty provided by
5 Defendant, except that the duration is not to exceed one year.

6 110. Pursuant to Civil Code section 1791.1(a), the implied warranty of
7 merchantability means and includes that the Class Vehicles will comply with each of
8 the following requirements: (a) The Vehicle will pass without objection in the trade
9 under the contract description; (b) The Vehicle is fit for the ordinary purposes for
10 which such goods are used; (c) The Vehicle is adequately contained, packaged, and
11 labelled; and (d) The Vehicle will conform to the promises or affirmations of fact
12 made on the container or label.

13 111. Plaintiff and Class Members bought or leased their Class Vehicles from
14 Defendant.

15 112. At the time of purchase or lease, Defendant was in the business of selling
16 or leasing Class Vehicles and held itself out as having special knowledge or skill
17 regarding Class Vehicles.

18 113. At the time of purchase, or within one-year thereafter, the Class Vehicles
19 contained or developed the defect and risk of spontaneous combustion of Class
20 Vehicles set forth above. The existence of each of these issues constitutes a breach of
21 the implied warranty because the Class Vehicles (a) do not pass without objection in
22 the trade under the contract description, (b) are not fit for the ordinary purposes for
23 which such goods are used, (c) are not adequately contained, packaged, and labelled,
24 and (d) do not conform to the promises or affirmations of fact made on the container or
25 label.

26 114. The failure of Class Vehicles to have the expected quality was a
27 substantial factor in causing Plaintiff and Class Members harm and they therefore
28 bring this Cause of Action pursuant to Civil Code section 1794.

1 115. Plaintiff and Class Members have been harmed by Defendant's failure to
 2 comply with its obligations under the implied warranty. Plaintiff and the Class
 3 Members have suffered an injury in fact and have suffered an economic loss by, *inter*
 4 *alia*, (a) purchasing a product they never would have leased or purchased; (b) leasing
 5 or purchasing an inferior product whose nature and characteristics render it of a lesser
 6 value than represented; (c) incurring costs for diminished resale value of the Class
 7 Vehicles purchased or leased; (d) leasing and/or purchasing a product that poses a
 8 danger to the health and safety of the public; (e) incurring increased costs to repair the
 9 Class Vehicles purchased, and (f) incurring costs for loss of use. Accordingly, the
 10 Court must issue an injunction restraining and enjoining Defendant from sending or
 11 transmitting false and misleading advertising to individuals or entities concerning the
 12 purported safety and quality of the Class Vehicles from Defendant.

13 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

14
 15 **SEVENTH CLAIM:**
 16 [Fraud and Deceit]

17 116. Plaintiff re-alleges and incorporates by reference each of the allegations
 18 contained in the preceding paragraphs of this Complaint as though fully alleged in this
 Cause of Action.

19 117. Based on Defendant's conduct as discussed above, Defendant has
 20 engaged in fraud and deceit as set forth in California Civil Code §§ 1710 and 3294.

21 118. Defendant overstated the utility and safety of Class Vehicles by marketing
 22 the Class Vehicles as having over 100 safety and security features to keep consumers
 23 safe, and as the most family friendly minivan in its class, knowing that such
 24 representations were false.

25 119. The misrepresentations, nondisclosure, and/or concealment of material
 26 facts made by Defendant to Plaintiff and the members of the Class, as set forth above,
 27 were known, through reasonable care should have been known, or were made

1 recklessly without disregard for its truth, by Defendant to be false and material and
2 were intended by Defendant to mislead Plaintiff and the Class Members.

3 120. Plaintiff and the Class Members reasonably relied on Defendant's
4 misrepresentations, but were actually misled and deceived, and were induced by
5 Defendant to purchase the Class Vehicles which they could not otherwise have
6 purchased.

7 121. As a result of the conduct of Defendant, Plaintiff and the Class members
8 have been harmed. Plaintiff and Class Members' reliance was a substantial factor in
9 causing them harm because they were required to stop using Class Vehicles and fear
10 immediate catastrophic injury to themselves and passengers of the Class Vehicles, and
11 people and property surrounding the Class Vehicle.

12 122. Plaintiff and the Class Members have reasonably relied on the material
13 misrepresentations and omissions made by Defendant and have been damaged thereby.

14 123. As a direct and proximate result of Defendant's fraud, Plaintiff has
15 sustained damages in the amount to be determined at trial.

16 124. In addition to such damages, Plaintiff seeks punitive or exemplary
17 damages pursuant to California Civil Code § 3294 in that Defendant engaged in "an
18 intentional misrepresentation, deceit, or concealment of a material fact known to the
19 defendant with the intention on the part of the defendant of thereby depriving a person
20 of property or legal rights or otherwise causing injury."

21 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

22 **EIGHTH CLAIM:**

23 [Negligent Misrepresentation]

24 125. Plaintiff re-alleges and incorporates by reference each of the allegations
25 contained in the preceding paragraphs of this Complaint as though fully alleged in this
26 Cause of Action.

126. Defendant overstated the utility and safety of Class Vehicles by marketing the Class Vehicles as having over 100 safety and security features to keep consumers safe, and as the most family friendly minivan in its class.

127. Defendant's representations were not true because the Class Vehicles are unsafe and unsuitable for any family. Plaintiff and the Class Members cannot safely park their Class Vehicles at home or near buildings, nor can they plug them in due to a heightened risk of fire.

128. Defendant had no reasonable grounds for believing the representations were true when it made them.

129. The misrepresentations, nondisclosure, and/or concealment of material facts made by Defendant to Plaintiff and the members of the Class, as set forth above, were intended by Defendant to mislead Plaintiff and the Class Members.

130. Plaintiff and the Class Members reasonably relied on Defendant's misrepresentations, but were actually misled and deceived, and were induced by Defendant to purchase the Class Vehicles which they could not otherwise have purchased.

131. Plaintiff and Class Members' reliance was a substantial factor in causing them harm because they were required to stop using Class Vehicles and fear immediate catastrophic injury to themselves and passengers of the Class Vehicles, and people and property surrounding the Class Vehicles.

132. Plaintiff and the Class members justifiably relied on Defendant's misrepresentations and have been damaged thereby.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

NINTH CLAIM: [Unjust Enrichment]

133. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged in this Cause of Action.

1 134. Plaintiff and Class Members paid Defendant the value of non-defective,
2 fully operational Class Vehicles with no risk of fires and no defects. In exchange,
3 Defendant provided Plaintiff and Class Members with defective vehicles that are not
4 fully operational and cannot be operated due to a heightened risk of fire.

5 135. Further, Defendant provided Plaintiff and Class Members with Class
6 Vehicles that are in need of further repair or recall, contrary to its advertisements
7 assuring that consumers' safety and security is what matters most. Plaintiff provided
8 Defendant with the value of vehicles with no defects.

9 136. Defendant knew or had reason to know that the defective vehicles are not
10 fully operational and cannot be operated due to a heightened risk of fire.

11 137. As such, Plaintiff and Class Members conferred value upon Defendant
12 which would be unjust for Defendant to retain.

13 138. As a direct and proximate result of Defendant's unjust enrichment,
14 Plaintiff and Class Members have suffered and continue to suffer various injuries. As
15 such, they are entitled to damages in the amount of Plaintiff's monetary loss, and
16 restitution of all amounts by which Defendant was enriched through its misconduct.

17 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

TENTH CLAIM:
[Negligence]

139. Plaintiff re-alleges and incorporates by reference each of the allegations
contained in the preceding paragraphs of this Complaint as though fully alleged in this
Cause of Action.

23 140. Defendant had a duty to its consumers to exercise a degree of care that a
24 reasonable person in the like position would exercise. Defendant failed to do so.
25 Among other things Defendant had a duty to follow industry custom and standards
26 imposed by federal regulations, to assess the foreseeability and likelihood of an injury,
27 and to assess the seriousness and frequency of the injuries threatened by the Class
28 Vehicles

1 141. Defendant breached its duty to Plaintiff and the Class Members. Among
2 other things, and without limiting the generality of the foregoing, Defendant failed to
3 (a) inspect its Class Vehicles adequately, (b) design Class Vehicles properly, and (c)
4 test its Class Vehicles adequately.

5 142. Defendant's negligence was a substantial factor in causing Plaintiff and
6 Class Members to suffer economic, and potentially fatal harm as well as other damages
7 to be proven at the time of the trial.

8 143. Plaintiff and Class Members were harmed because they were in fear and
9 at risk of immediate catastrophic injury to themselves and passengers of the Class
10 Vehicles, and people and property surrounding the Class Vehicles.

11 144. As a direct and legal result of the wrongful acts and omissions of
12 Defendant, Plaintiff and Class Members were harmed.

13 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

14 **VI. PRAAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Robyn Reilman, on behalf of herself and the members
16 of the Class, demands judgment against and general and special relief from Defendant
17 as follows:

18 1. An order certifying that the action may be maintained as a Class Action as
19 defined herein and appointing Plaintiff and her counsel of record to represent the Class
20 as defined above;

21 2. Determination that FCA US, LLC is financially responsible for all Class
22 notice and administration of Class relief;

23 3. An order enjoining Defendant from future violations of the CLRA,
24 Business & Professions Code section 17200, *et seq.*, and Business & Professions Code
25 section 17500, *et seq.*, as alleged herein;

26 4. An order awarding Plaintiff and the Class Members actual, general and
27 special, incidental, compensatory, consequential damages, and restitution and/or
28 disgorgement;

5. An order awarding Plaintiff and the Class Members punitive damages;

6. For prejudgment and post-judgment interest upon such judgment at the maximum rate provided by law;

7. Reasonable attorneys' fees and costs; and

8. Such other and further relief that this Court may deem proper.

VII. DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable.

Dated: April 13, 2022

Respectfully submitted,

BOTTINI & BOTTINI, INC.

Francis A. Bottini, Jr. (SBN 175783)

Nicholaus H. Woltering (SBN 337193)

s/ Francis A. Bottini, Jr.

Francis A. Bottini, Jr.

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Attorneys for Plaintiff

EXHIBIT A

EXHIBIT A

Part 573 Safety Recall Report

22V-077

Manufacturer Name : Chrysler (FCA US, LLC)

Submission Date : FEB 11, 2022

NHTSA Recall No. : 22V-077



Manufacturer Recall No. : Z11

Manufacturer Information :

Manufacturer Name : Chrysler (FCA US, LLC)

Address : 800 Chrysler Drive
CIMS 482-00-91 Auburn Hills MI
48326-2757

Company phone : 1-800-853-1403

Population :

Number of potentially involved : 16,741

Estimated percentage with defect : 100 %

Vehicle Information :

Vehicle 1 : 2017-2018 Chrysler Pacifica

Vehicle Type :

Body Style : VAN

Power Train : NR

Descriptive Information : Some 2017-2018 MY Chrysler Pacifica Plug-In Hybrid Electric Vehicles ("PHEVs") have experienced fires. The defect has not yet been identified and the root cause of these fires is still being investigated.

The potentially affected vehicle production period began on August 12, 2016, when production of Chrysler Pacifica PHEVs began, and ended on August 7, 2018, when 2018 MY production ended. The suspect population was determined using vehicle manufacturing records.

Similar vehicles not included in this recall are not PHEVs, or were built after the suspect vehicle production period.

Production Dates : AUG 12, 2016 - AUG 07, 2018

VIN Range 1 : Begin :

NR

End : NR

Not sequential

Description of Defect :

Description of the Defect : A vehicle may experience a fire, even with the ignition in the "OFF" mode.

FMVSS 1 : NR

FMVSS 2 : NR

Description of the Safety Risk : A vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage.

Description of the Cause : NR

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22V-077

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Identification of Any Warning None
that can Occur :

Involved Components :

Component Name 1 : NR

Component Description : NR

Component Part Number : NR

Supplier Identification :

Component Manufacturer

Name : NR

Address : NR

NR

Country : NR

Chronology :

- On August 31, 2021, the FCA US LLC ("FCA US") Technical Safety and Regulatory Compliance organization opened an investigation as a result of detecting a potential trend in fires in certain Chrysler Pacifica PHEVs.
- From September 2021, to January 2022, FCA US repurchased two vehicles for origin and cause investigation. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US is aware of ten additional fires. The cause of these fires is under investigation.
- As of February 4, 2022, FCA US has identified five customer records, zero warranty claims, and 12 field reports potentially relating to this issue for all markets with dates of receipt ranging from April 23, 2019, to December 14, 2021.
- As of February 4, 2022, FCA US is not aware of any accidents or injuries potentially relating to this issue for all markets.
- On February 6, 2022, FCA US determined, through the Vehicle Regulations Committee, to conduct a voluntary safety recall of the affected vehicles.

Part 573 Safety Recall Report

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Page 3

Description of Remedy :

Description of Remedy Program :	FCA US will conduct a voluntary safety recall on all affected vehicles. Remedy is under development. Until further notice, the Company is advising owners of these hybrid vehicles to refrain from recharging them, and to park them away from structures and other vehicles.
	FCA US has a longstanding policy and practice of reimbursing owners who have incurred the cost of repairing a problem that subsequently becomes the subject of a field action. To ensure consistency, FCA US, as part of the owner letter, will request that customers send the original receipt and/or other adequate proof of payment to the company for confirmation of the expense.
How Remedy Component Differs from Recalled Component :	Remedy is under development. Root cause is unknown.

Identify How/When Recall Condition
was Corrected in Production : NR

Recall Schedule :

Description of Recall Schedule :	**02/11/2022: FCA US will notify dealers and begin notifying owners on or about 04/02/2022.
Planned Dealer Notification Date :	APR 02, 2022 - APR 02, 2022
Planned Owner Notification Date :	APR 02, 2022 - APR 02, 2022

* NR - Not Reported

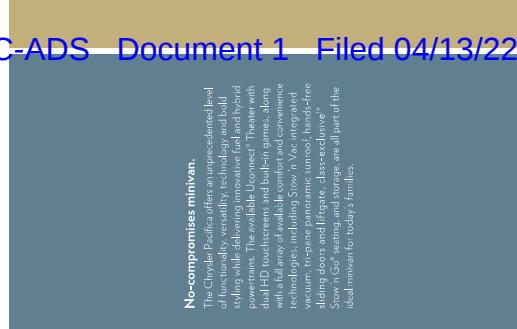
EXHIBIT B

EXHIBIT B

2018 Chrysler Pacifica
Smart innovation dedicated
to uncompromised versatility.



IMPORTED FROM DETROIT®



No-compromises minivan.

The Chrysler Pacifica offers an unprecedented level of functionality, versatility, technology and bold styling while delivering innovative fuel and hybrid powertrains. The available Uconnect™ Theater with dual 10-inch touchscreens and built-in games, along with a full array of family comfort and convenience technologies, including Sway™ in the integrated vacuum, tri-pane panoramic sunroof, hands-free sliding doors and liftgate, class-exclusive "Slow & Go" seating and storage are all part of the ideal minivan for today's families.

Long and winding roads reveal panoramic views within the purposefully planned, kid-friendly road-trip vehicle. Your travels will inspire while ensuring the well-being of all your beings with over 100 standard and available safety and security features. The available seating for eight offers plenty of elbow room, as well as your turn to relax, needing only to focus on the road ahead. The ergonomic advantages of Pacifica make it easy to count on a peaceful trip.



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Chrysler Pacifica and Pacifica Hybrid

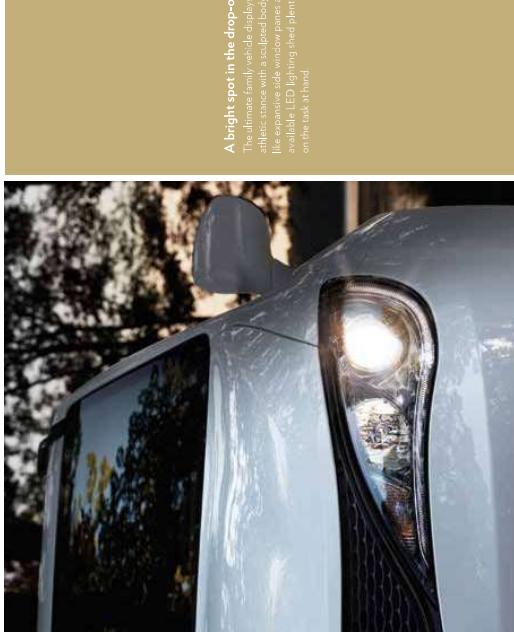


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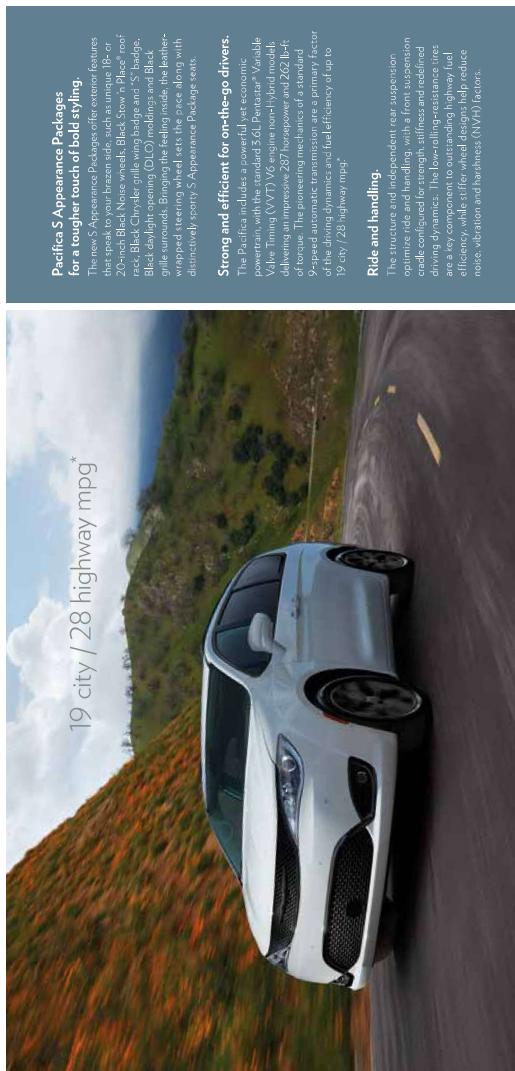


Here's to creating balance in a busy world.
You are not simply a parent, coach, carpenter or computer — you're a traveler, teacher, worker, firefighter, homeowner, trusted caregiver and so much more, on any given day. That's why every day, you're prepared to answer the call. And why the Chrysler Pacifica is here to serve your real life with care as the most family-friendly minivan in its class.²



**A bright spot in the drop-off line.**

The ultimate family vehicle display. A sleek, athletic stance with a sculpted body features like expansive side window panes and available LED lighting shed plenty of light on the task at hand.

**Pacifica S Appearance Packages****for a tougher touch of bold styling.**

The new S Appearance Packages offer exterior features that speak to your brawn and such as unique 18- or 20-inch Black Noise wheels, Black Stone in Place roof track, Black Chrysler grille wing badge and S badge, Black door light opening (DLO) molding and Black grille surround. Bringing the feeling inside, the leather-wrapped steering wheel sets the pace, along with distinctively sporty S Appearance Package seats.

Strong and efficient for on-the-go drivers.

The Pacifica includes a powerful yet economical powertrain with the standard 3.6 Pentastar® V-6 engine (V-6) is regime non-V-6 models delivering an impressive 230 horsepower and 261 lb-ft of torque. The pioneering mechanics of a standard 9-speed automatic transmission are a primary factor of the driving dynamics and fuel efficiency of up to 19 city / 28 highway mpg.*

Ride and handling.

The structure and independent rear suspension optimize ride and handling, with a front suspension cradle configured for strength, stiffness and refined driving dynamics. The low-rolling-resistance tires are a key component to outstanding highway fuel efficiency, while other vehicle designs help reduce noise, vibration and harshness (NVH) factors.

Pacifica is powered to deliver robust SUV-like handling



*Based on EPA-estimated fuel economy ratings. 18 city / 28 highway mpg (3.6L V-6 with 9-speed automatic transmission). 19 city / 28 highway mpg (3.6L V-6 with 8-speed automatic transmission). Actual driving results may vary.





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Real life rarely stays within the lines.



What's easy for them makes
your life easier.

A platform for smooth utility.
Tuned and calibrated on rural roads, thoroughfares, highways and at validation facilities, the Pacifica is equipped to deliver the ride, feel and comfort of a premium vehicle. The precision-tuned handling, allows for more aggressive driving characteristics, precise, responsive steering and best-in-class







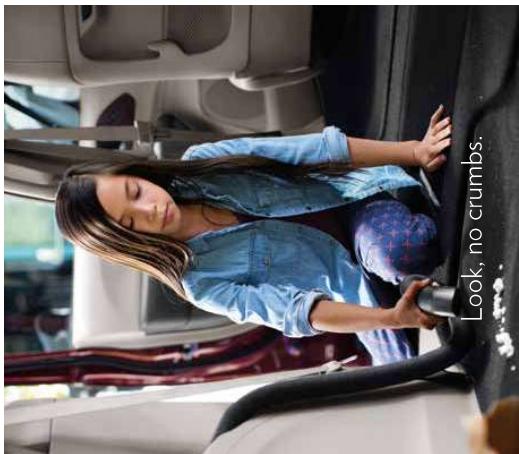


Photo by Scott A. Miller

Intuitive spaces.

Clever storage spots come in handy throughout the interior, including cup holders, map pockets, stitching drivers or babies and more. The front row offers generous leg room along with a spacious center console and instrument-panel glovebox, so you easily reach them when you're waiting out in the open, keeping your space organized and tidy.

Easy cleanup with the available Stow 'n Vac vacuum.

The convenience of a available lightweight, built-in vacuum makes cleanup a cinch. The powerfull, integrated vacuum by RIDGID® is stored in a recessed area of the driver's side for quick access. Stow 'n Vac includes a removable debris tray for easy disposal and a longer hose attachment allows you to extend reach to every corner, nook and cranny of your Pacifica.

**Armloads are a given — hands-free entry is a gift.**

Whether you're carrying a sleeping bag, a sleeping bag, or various other items to load on a daily basis, getting settled has never been so smooth. With the available class-exclusive hands-free sliding doors and hands-free Intelligent, a simple touch opens up the vehicle while the key fob is within or near you.

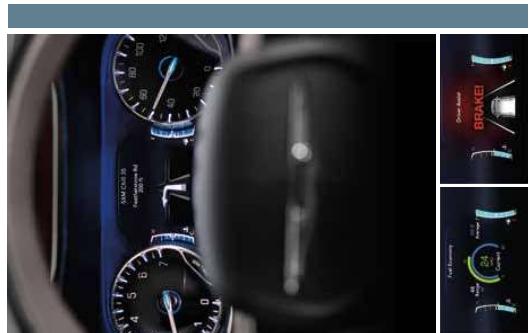




Non-Hybrid Proprietary

All precious cargo could use some divided attention





The technologically advanced family hub



Available 4G WiFi is the Pacifica

traveling hotspot.

Scanning for the perfect location to get online is simple with Uconnect® available built-in hotspot that connects your Pacifica to fast, reliable 4G WiFi for up to eight devices and up to 50 feet of your vehicle.

Uconnect® Theater

The available Uconnect® Theater allows rear occupants to bring their lives along for the ride with dual HDMI port, headphone jacks, Blu-ray® DVD player and a 15.6-inch tablet. A USB port in the first, second and third row seats can be used to play movies in the second row while available ports in the first, second and third row also provide charging convenience. Nine built-in speakers and a pop-up wireless streaming glove from Android devices, Bluetooth® touchpad remote, and two 10-inch HD touchscreens truly make this a mobile theater.

Active Noise Cancellation (ANC)

Contributing to the quietness of the cabin, the standard ANC system actively reduces engine and road noise to create a smooth, comfortable ride. The Pacifica features levels of audio system, which are equipped with ANC microphones to enhance noise quality.



The most advanced entertainment system in its class²





The best road-trip minivan in its class



The staycation that travels.

Appreciate the time you can get. The usually spacious Pacifica interior offers, with the available tri-pane panoramic sunroof, a power dual-pane, first- and second-row sunroof with third-row head-vented glass. The step-out glass and sunshades filter or block the sunlight as desired.

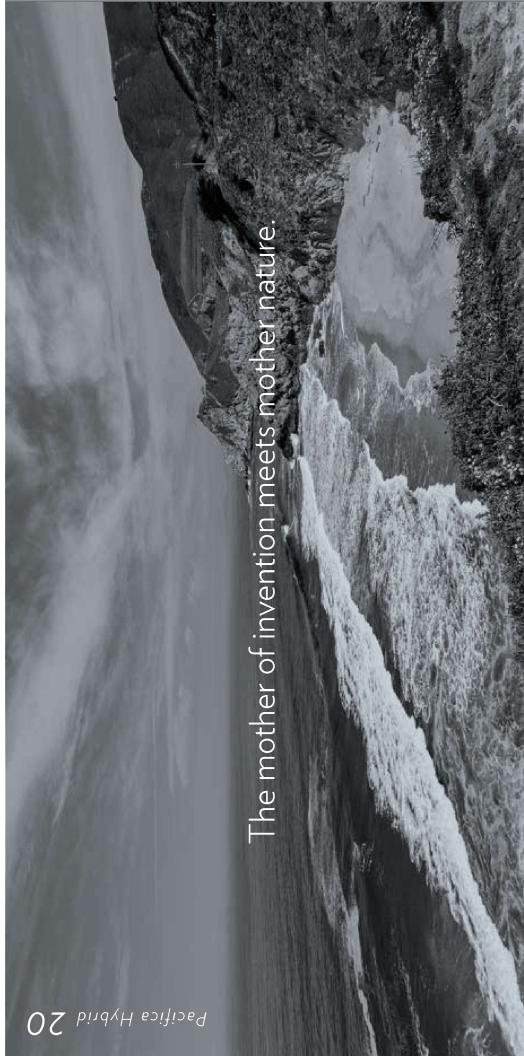
Build-in tranquility.

The sculpted headrests, with the enhanced advanced aerodynamics, with the enhanced low-speed active and motion-limited glass. Active Noise Cancellation technology and ride-seal doors contribute to making the Chrysler Pacifica specifically quiet.





Eco-friendly living has evolved through nurture and nature; and driving farther while reducing your carbon footprint makes sense to the environmentally conscious, cost-efficient family. Pacifica Hybrid offers an astounding 84 MPGe¹⁸ without compromising the space and seating you need. With the automatic-transfer power of a 3.6L V6 gas engine and 16kWh battery, taking the scenic route is always the favored option.



Pacifica Hybrid 20



America's first-ever Hybrid minivan¹⁷



Intricately evolved design.

The distinctive Pacifica Hybrid exterior includes LED signature daytime running lamps (DRLs), wave-pattern grille design, red accents and lighting, as well as unique 17- and 18-inch wheels. Thinner, located in the driver's fender, allows easy charging access after exiting the vehicle, while the cold fuel filler is placed on the same side as the rear of the vehicle for no-guesswork convenience.



Upgrade your garage with a Level II charger.

You have more important things to do than wait for your minivan to charge. Good thing the available 240-volt Mycar® charger (not separately sold) lets you fully charge your Pacifica Hybrid in as little as two hours. Simply order the charger through your dealer and schedule an appointment for professional installation. It's that easy.

566-mile total driving range with 33-mile electric driving range¹⁸



A mission for reducing emissions.

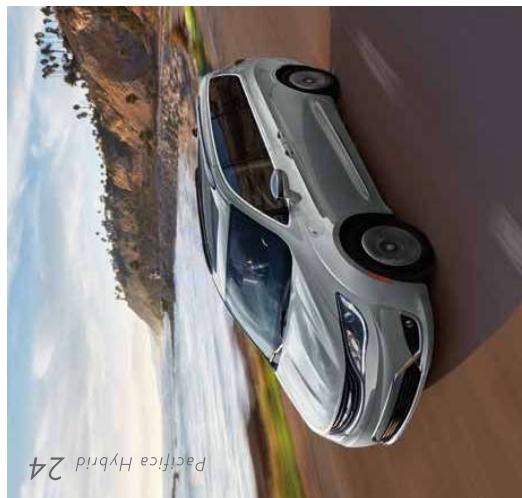
Living an environmentally conscious lifestyle becomes second nature when you drive the Pacifica Hybrid. With a 33-mile electric driving range, the Hybrid is less dependent on gas, helping you to produce less emissions for a greener planet. It's about conserving your resources through the power choice—the gas pump isn't the only place you can see savings. When you purchase a Pacifica Hybrid, you may qualify for up to a \$3,500 federal tax credit—¹⁹ the full amount allowed thanks to the 15 kWh battery, which is even qualify for additional state and local credits.



Ready-to-guide-you coaching tool.
If you're going to drive hybrid, you've got to optimize your fuel efficiency. The Pacifica Hybrid uses a small green light on the instrument cluster to tell you when you're driving efficiently. When you push performance beyond eco-friendly range, the light turns yellow.

Uconnect® Hybrid Pages.
It's never been easier to be in tune with your vehicle. The Uconnect 4C™ with Hybrid Display is easy to use, year-round. It's designed to make hybrid driving easy and special. At just a tap, you can switch to an driving mode optimized for hybrid driving, view your power flow, and more. It's also easy to track your vehicle's charging history, see from anywhere. View a driving history report, or see your vehicle's charging progress, location, a charging station and more — all from the convenience of your phone with the Uconnect Access App.

Image is for illustration purposes only and may not reflect exact software or vehicle.



America's first-ever Hybrid minivan with 84 MPGe²⁰



Day-tripping on a single charge.



One day, one charge – all the stops



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Uncompromised versatility.

Without compromising space for efficiency, the Pacifica Hybrid delivers seating for seven, a fold-down floor third-row seat and all the cargo space of the standard Pacifica minivan. This uncompromised utility also comes complete with the versatility to remove the second-row seats, allowing you to change to up to 81 configurations as needed.



In harmony with its surroundings.

The symphony of interior hue, illumination and shapes, complement exterior design cues to form the Hybrid signature style. The vivid Teal lighting and teal bagging, and interior accents create a vibrant palette reflecting its environmental purpose from the inside out. The convenient five-point charge indicator positioned on top of the dash is visible at a glance, as well as from outside the vehicle to easily identify the battery's charge level from a distance.

Ready to drive.

Monitoring the Pacifica Hybrid energy output and input is a simple, yet instantly know that it's ready to drive. The Pacifica Hybrid includes the standard Uconnect® 4C 8.4-inch touchscreen system with available navigation and integrated Voice Command®. In addition, the Hybrid Electric Pages provide helpful vehicle information screens for Power Flow, Driving History and Charge Scheduling.



The most technologically advanced 7-passenger Hybrid²

Image is for illustration purposes only and may not reflect exact details for your vehicle.





Available Advanced SafetyTec™ Group

360° SurroundView Camera™ [C]

Whether parking, changing lanes, or simply backing out of your driveway, the available full-surround camera view²¹ — with visual and audio alerts — provides a display of your vehicle's surroundings in the Usenect® touchscreen.

Full-Speed Forward Collision Warning with Active Braking²⁴ [D]

The available system reduces speed to prevent a potential impact. Radar and video sensors detect if the vehicle is approaching another vehicle and/or large obstacle in its path too rapidly, warning and assisting the driver.

Adaptive Cruise Control (ACC) with Stop* [E]

The available system uses sensor to help maintain a safe distance from vehicles in your forward path. This system initiates braking to manage speeds down to zero mph with four selectable distance settings.

LaneSense™ Lane Departure Warning with Lane Keep Assist* [F]

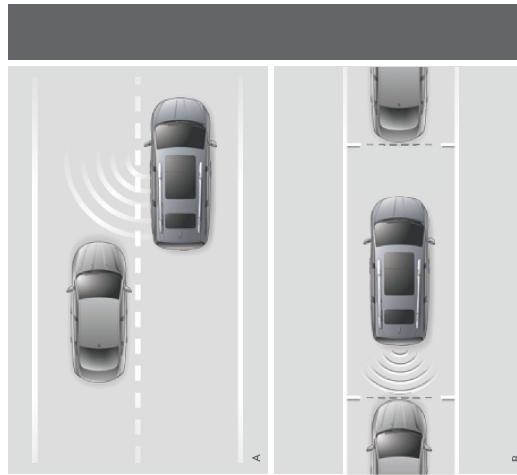
With a forward-mounted camera, this available system identifies lane lines to determine your vehicle's position. If you drive on or outside of the lane lines without using a turn signal, a warning is displayed in the cluster and aligns the vehicle to its correct position if the driver does not correct the drift.

ParSense™ Front Park Assist

The available system uses sensors on the front fender when driving at low speeds to detect objects. It will alert you with a chime and a visual warning in the cluster display if you are too close to another vehicle or object.

Parallel and Perpendicular Park Assist²⁵

When selected by the driver, this available system helps to maneuver the vehicle into a parallel or a perpendicular parking position. The vehicle automatically controls steering, wheel turns as the driver controls the gear, brake and accelerator.



SafetyTec™ Group

Standard on every Pacifica.

Blind Spot Monitoring²¹ [A] — See where you can't. This available system continually monitors rear blind zones on either side of your vehicle (a paddock, if a vehicle is sensed in the zones, will notify you via a yellow triangle symbol on the outside rearview mirror).

Available Rear Cross-Path Detection²⁵ monitors for vehicle objects in perpendicular relationships to the vehicle when maneuvering backward in parking lots, and provides feedback with available audio and visual alerts.

ParSense™ Rear Park Assist with Stop* [B] Parking is made easy with sensors positioned on the rear bumper. ParSense Easy Park Assist with Active Parking automatically applies the brakes to prevent a potential collision, or contact with a vehicle behind you, in low-speed parking situations. The system alerts you when maneuvering backward in a parking lot or barrier, as well as provides a visual reference in the Driver Information Display for further convenience.



The 2017 IHS Top Safety Pick+ applies to model-year vehicles equipped with optional front dual-collision and specific headlamps, and built after August 2016.





Limited Edition in Blue-Gray.

Structural Integrity.

The upper body and frame of the Pacifica minivan structure are designed as a single unit, bringing a superior foundation to chewing gum and a double seat belt. This architecture creates a exceptionally solid, strong, advanced and elegant car. The Pacifica's optimized proportions and dynamic qualities like the use of an enhanced grade of high-tensile strength steel. The door design also increases visibility around the front windows and offers a better driving position. The front wheel and door panels are also designed to reduce overall cabin noise, contributing to less driver distraction.

The Pacifica is approximately 65% high-strength steel for maximizing stiffness and strength for vehicle dynamics and crash performance — while optimizing weight efficiency. That means you'll always feel well-protected inside.



Your family's safety and security are what matter most







PACIFICA TOURING PLUS



PACIFICA LX



PACIFICA S

Select standard equipment over LX

powertrain
3.6L Pentastar® V-6 with Variable Valve Timing (VVT) V6
8-Speed Automatic Transmission

Active Grille Shutters
Auto Advice, If Available (for Driver Side)
Stop 'n Go Steering (On and Off Road)

Three-zone Manual Climate Control

Select standard equipment over L

powertrain
3.6L Pentastar VVT V6 with Engine Stop/Start (ESS) 9-Speed Automatic Transmission

2nd-row Window Shades
Additional Chargeable Power USB Port
Automatic Headlamps
Bright Door Handles
Door Handle LED Lamps
LED Tailamps
Power Liftgate
Power Sliding Doors
Premium Fog Lamps
Rear Reading Courtesy Lamps
Remote Proximity Entry on All Doors
Three-zone Automatic Climate Control
Uconnect 4 with 8.4-inch Display with SmartNav®
Satellite Radio
Universal Garage Door Opener¹³
Remote Start System
Security Alarm



Authentic Chrysler Accessories
The 2018 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar Accessories, created specifically for the versatile ingenuity of the modern Pacifica, lets you take your family's active lifestyle even further. On, Sport and Cargo Carriers, to Premium Protection Parts, Mopar adds the crew and all its gear to the ensemble. It's your Total Chrysler dealership to see the full line of Authentic Accessories for the exciting Chrysler Pacifica.

Vehicle shown with available Removable Roof/Rack Kit¹⁴, Roof-Mount Surf and Paddle Board Carrier¹⁵, Mopar.com



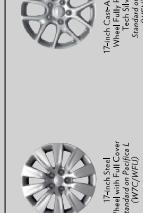
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PACIFICA TOURING L

Select standard equipment over Touring L Plus
includes:
3.6L Pentastar® VVT V6 with ESS 9-speed
Automatic Transmission
7-inch Driver Information Display (DID)
20-inch Alloy Wheel Package
Rear-View Camera
Leather-Trimmed Seats
Heated Seats
Integrated Headrests
Heated front row seats
Heated front row seats with Memory

WHEELS



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PACIFICA TOURING L

Select standard equipment over Touring L Plus
includes:
3.6L Pentastar® VVT V6 with ESS 9-speed
Automatic Transmission
7-inch Driver Information Display (DID)
20-inch Alloy Wheel Package
Rear-View Camera
Leather-Trimmed Seats
Heated Seats
Integrated Headrests
Heated front row seats
Heated front row seats with Memory



PACIFICA HYBRID TOURING PLUS

Select standard equipment over Hybrid Touring Plus
includes:
3.6L Atkinson Cycle V6 Hybrid Engine with EV/T
Transmission
160Wh Battery
20-inch USB Charge Ports
Auto-Dimming Rearview Mirror
Chrome Edge Trim
Hand-Free Sliding Doors and Liftgate
Premium Leather-Trimmed Seats
Sapu™ Console
Uconnect™ Uconnect with 8.4-inch Display
Ventilated front Seats
Uconnect™ Uconnect with Wireless Streaming
Advanced Safety Package
20-speaker Harman Kardon® Sound Group



PACIFICA HYBRID LIMITED

Select standard equipment over Hybrid Touring Plus
includes:
3.6L Atkinson Cycle V6 Hybrid Engine with EV/T
160Wh Battery
20-inch USB Charge Ports
Auto-Dimming Rearview Mirror
Chrome Edge Trim
Hand-Free Sliding Doors and Liftgate
Premium Leather-Trimmed Seats
Sapu™ Console
Uconnect™ Uconnect with 8.4-inch Display
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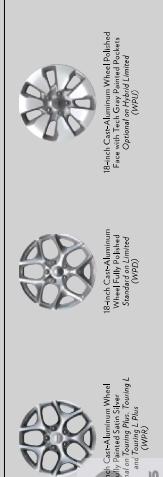
PACIFICA HYBRID LIMITED

Select standard equipment over Hybrid Touring Plus
includes:
3.6L Atkinson Cycle V6 Hybrid Engine with EV/T
160Wh Battery
20-inch USB Charge Ports
Auto-Dimming Rearview Mirror
Chrome Edge Trim
Hand-Free Sliding Doors and Liftgate
Premium Leather-Trimmed Seats
Sapu™ Console
Uconnect™ Uconnect with 8.4-inch Display
Ventilated front Seats
Uconnect™ Uconnect with Wireless Streaming
Advanced Safety Package
20-speaker Harman Kardon® Sound Group



WHEELS

16-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
18-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
20-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
22-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
Optional and Limited
(WZG)



WHEELS

16-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
18-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
20-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
22-inch Cast-Aluminum Wheel
Favor with Dark Tinted Glass and Satin Nickel Finish
Optional and Limited
(WZG)

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Features and Options 42

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(1) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. (2) Based on a available features and the latest available competitive information and the FCA US LLC Premium Minivan segment. (3) Be sure to follow all instructions in Owner's Manual for removal. (4) Based on the latest available competitive information and the FCA US LLC Premium Minivan segment. Excludes other FCA US LLC Vehicles. (5) WiFi subscription required. Vehicle must be registered with Uconnect Access and fulfill minimum subscription requirements. WiFi usage, cellular range for WiFi usage, WiFi hotspot and client device. This feature is not intended for use by the driver while the vehicle is in motion. Always drive safely. (6) All SiriusXM Guardian-equipped vehicles come with a 2-month complimentary trial effective on the date of purchase or lease of a new vehicle. Enrollment in the trial is required to continue SiriusXM Guardian. SiriusXM Guardian is available only on equipped vehicles purchased within the United States, Puerto Rico and Canada. Services can only be used where cellular coverage is available. See Uconnect and SiriusXM Guardian Terms of Service for complete service limitations. (7) SiriusXM Free requires an iPhone equipped with Siri. Certain features are not available while the vehicle is in motion. Phone must be within active cellular range. Customer's existing iPhone data rates apply to Internet-supported features. (8) Requires a mobile phone equipped with the Bluetooth Hands-Free Profile. Visit UconnectPhone.com for system and device compatibility. (9) In the event of a medical or other emergency, press the SOS button to be connected to a customer care agent who can direct emergency assistance to your vehicle's location. (10) Roadside Assistance. Call connects you directly to an agent who can provide the vehicle's location to the roadside assistance service. Vehicle must be within the United States, Puerto Rico or Canada to have network coverage. Additional roadside assistance charges may apply. (11) Remote Vehicle Start not available on all vehicles. You are responsible for using remote features in accordance with any laws, rules or ordinances in effect where you operate your vehicle. (12) Send & Go requires a vehicle equipped with Uconnect 8.4 Navigation unit. To use Send & Go you must have the SiriusXM Guardian mobile app installed on a compatible smartphone and have an active subscription to SiriusXM Guardian. (13) Active SiriusXM Guardian subscription is required to use this service. Stolen vehicle police report required. Always notify law enforcement if your vehicle is stolen and do not attempt to recover it on your own. (14) SiriusXM audio and data services each require a subscription sold separately or as a package by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, you must call SiriusXM at 1-866-655-2249. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations or on all receivers. (15) Android Auto uses your smartphone's data plan. Additional charges may apply. (16) Apple CarPlay uses your smartphone's data plan. Additional charges may apply. To use Apple CarPlay, you must be within a area with cellular coverage. (17) Based on available competitive information. (18) Based on EPA-estimated 34 MPG-e, 32 mpg combined and 33 mpg all-electric range rating. Actual mileage may vary. (19) Requires purchase and professional installation. See dealer for complete details and a copy of the warranty. (22) Always check visually for vehicles prior to changing lanes. (20) Always look before proceeding. An electronic drive aid is not a substitute for conscientious driving. Always be aware of your surroundings. (24) This system is not intended to avoid collisions on its own, nor can FCW detect every type of potential crash. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (25) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (27) Not compatible with all garage door openers. (28) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth Message Access Profile (MAP) iPhone and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect Access and you must fulfill minimum subscription requirements. (29) Requires the use of a compatible smartphone that supports text messaging and Bluetooth. Check UconnectPhone.com for device compatibility. (29) The Advanced Front Air Bag is On/Off. All occupants should always wear their lap and shoulder belts properly. (30) No system, no matter how sophisticated, can repeat the laws of physics or overcome carelessness driving actions. Performance is limited by available traction, which may, in some cases, be reduced by the use of snow, ice and other conditions. (31) The ESC warning lamp flashes, the driver needs to use less throttle and adapt speed and driving behavior to prevailing road conditions. Always drive carefully, consistent with conditions. Always wear your seat belt. (32) Complete details, including restrictions, limitations and exclusions, will be available when you become a Cardmember. MasterCard is a registered trademark of MasterCard International Incorporated.

(26) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (27) Not compatible with all garage door openers. (28) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth Message Access Profile (MAP) iPhone and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect Access and you must fulfill minimum subscription requirements. (29) Requires the use of a compatible smartphone that supports text messaging and Bluetooth. Check UconnectPhone.com for device compatibility. (29) The Advanced Front Air Bag is On/Off. All occupants should always wear their lap and shoulder belts properly. (30) No system, no matter how sophisticated, can repeat the laws of physics or overcome carelessness driving actions. Performance is limited by available traction, which may, in some cases, be reduced by the use of snow, ice and other conditions. (31) The ESC warning lamp flashes, the driver needs to use less throttle and adapt speed and driving behavior to prevailing road conditions. Always drive carefully, consistent with conditions. Always wear your seat belt. (32) Complete details, including restrictions, limitations and exclusions, will be available when you become a Cardmember. MasterCard is a registered trademark of MasterCard International Incorporated.

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74383-5812

Uconnect®

M | VEHICLE PROTECTION

SIRIUSXM® | SATELLITE RADIO

AUTOMOBILITY | POWERTRAIN LIMITED WARRANTY

DP
DEALER ePROCESS



DP

EXHIBIT C

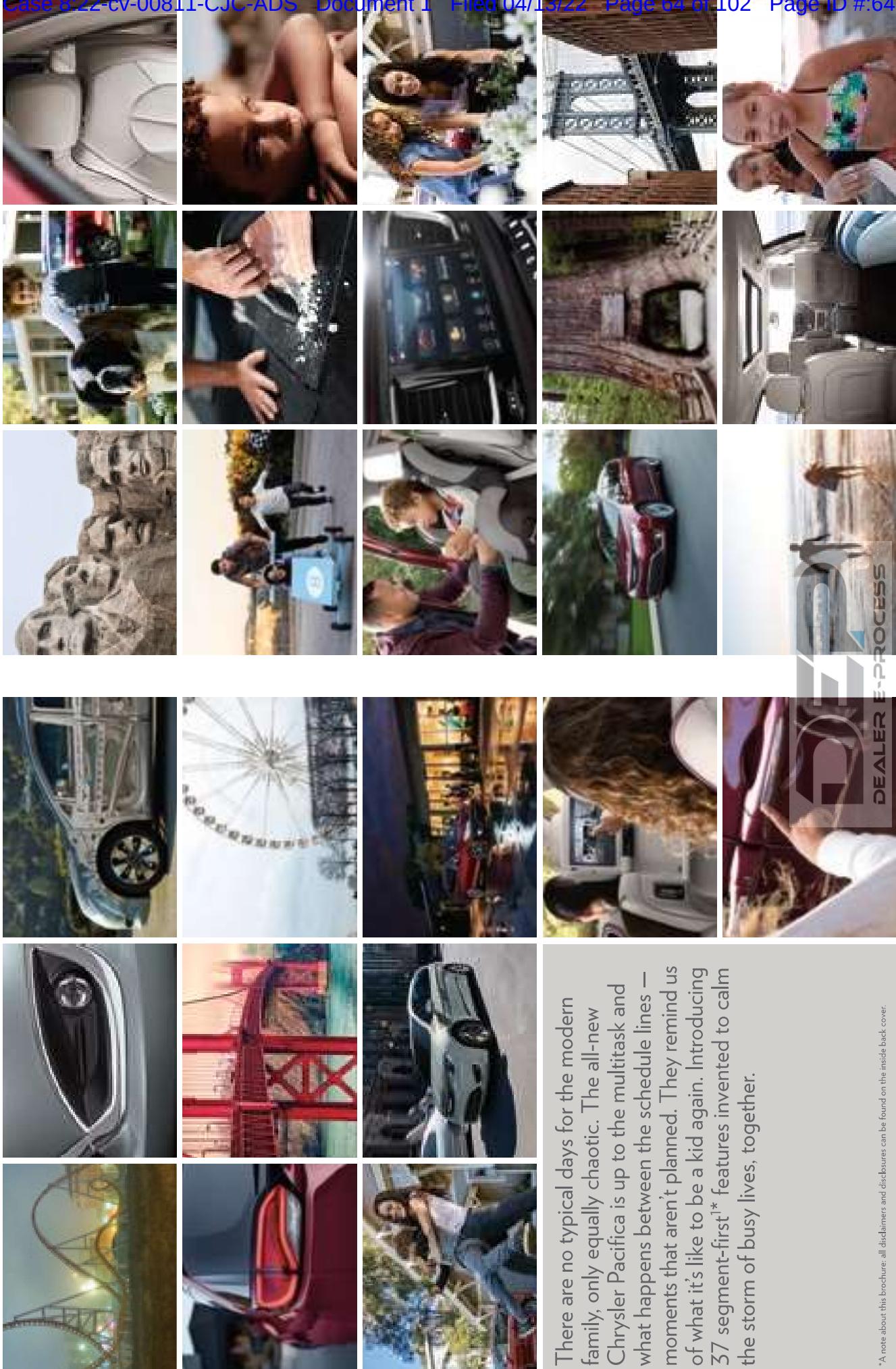
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IMPORTED FROM DETROIT®

The all-new 2017 **Chrysler Pacifica**





There are no typical days for the modern family, only equally chaotic. The all-new Chrysler Pacifica is up to the multitask and what happens between the schedule lines — moments that aren't planned. They remind us of what it's like to be a kid again. Introducing 37 segment-first^{1*} features invented to calm the storm of busy lives, together.

*A note about this brochure: all disclaimers and disclosures can be found on the inside back cover.



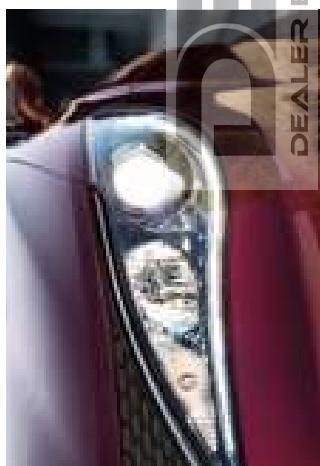
Curb appeal.

Generation us.

What's yours is theirs, and Pacifica stands for family pride as much as your home, while it raises the neighborhood bar. This all-new ultimate family vehicle displays a sleek, athletic stance with sculpted body. Features like LED lighting, available chrome accents and 20-inch wheels highlight the sharp style to the new silhouette.



DEALER E-PROCESS





The all-new Pacifica is the
quietest vehicle in its class.²

design



Noise, vibration and harshness (NVH)
take a backseat to a smooth and quiet ride.

The sculpted shape offers advanced aerodynamics, while the enhanced low-sound exhaust and motor volumes, laminated glass, Active Noise Cancellation (ANC) and triple-seal doors contribute to what makes Pacifica the quietest vehicle in its class.²



Utility gets a new platform.

The all-new architecture and independent rear suspension optimize ride and handling with a front suspension cradle configured for strength, stiffness and redefined driving dynamics. The low rolling-resistance tires are a key component to unsurpassed highway fuel efficiency in its class*, while stiffer wheel designs reduce NVH factors.

*Based on latest available competitive information and manufacturer's estimated 18 city / 23 hwy mpg with 3.6L engine and nine-speed transmission.



First-ever
Hybrid in its class¹
with 80 MPGe*



Serene attention and respect.

The Hybrid powertrain provides highly efficient delivery of intuitive power and range. Modern exterior features include LED lighting, chrome accents, unique Silver Teal body color, as well as signature Teal badging accents, grille design and wheels exclusive to the Pacifica Hybrid. Bringing the outside in, Anodized Ice Cave interior accent finishes and Ice Blue stitching give a soothing sense of cabin serenity.



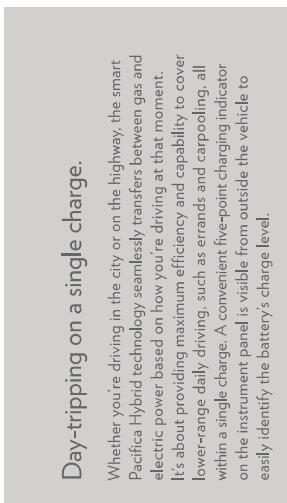


Smart app.

The Hybrid-exclusive Uconnect® app lets you get your vehicle information remotely, so you can always be prepared and plan your charging schedule accordingly.



*Based on manufacturer's testing. Actual mileage may vary.
Requires purchase and professional installation.
See Chrysler dealer for details.





Unsurpassed highway fuel economy in its class.³



9-speed transmission.

The all-new Pacifica is the only vehicle in its segment⁴ to be equipped with the pioneering mechanics of a standard 9-speed automatic transmission — a primary contributor to fuel efficiency and driving dynamics.

18 MPG city / 28 MPG highway.*

When you choose the Pacifica, you get a powerful yet economic powertrain with a standard 3.6L Pentastar® Variable Valve Timing (VVT) V6 engine with 9-speed automatic transmission that delivers an impressive best-in-class⁵ 287 horsepower and 262 lb-ft of torque.

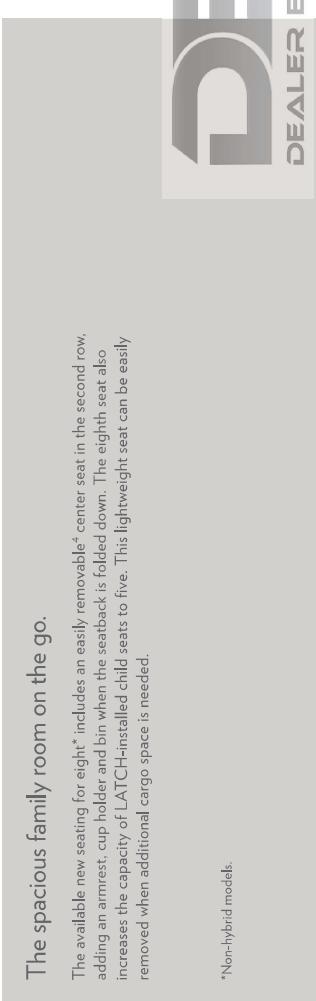
³Based on manufacturer's testing. Actual mileage may vary.



Wide open space.

Making room for more is rarely a hurdle with the all-new Pacifica's interior spaciousness, including best-in-class¹ cargo volume and second²- and third-row seats that fold down into bins in the floor. Occupants in all three rows will notice the abundant leg room, shoulder room and head room for a relaxing, comfortable ride.

*Non-hybrid models.



*Non-hybrid models.

Formation finding.

Appreciate the awe-inspiring view while enjoying cloud formations and imagining distant galaxies. The spacious Pacifica interior is visually expanded with the segment-first available Tri-Pane Panoramic Sunroof with power dual-pane, first- and second-row sunroof with third-row fixed overhead glass. The deep-tint glass and available sunshades give a moment of relaxation at any time of the day.





Designed to be used without having to remove⁴ the seats, the Stow 'n Go seating and storage system is the key to smooth transitions. With the new Stow 'n Go Assist feature, stowing gear on the seats in the second-row bins is as simple as pressing a button to slide the front seats forward, allowing easy access to the in-floor bin.





Easy Tilt third-row access.

Passengers can easily climb in and out of the third row using the class-exclusive¹ second-row Easy Tilt seat feature. At the simple pull of a lever, the second-row seat shifts forward, even with an unoccupied installed child seat in place.



No-fumble entrance made easy.

With the available hands-free² liftgate and sliding side doors, a simple wave of a foot opens up the vehicle while the key fob is on or near you. Whether you're carrying shopping bags or a sleeping baby, getting settled has never been smoother.

*Late availability.



Properly secure all cargo.



Do-it-themselves with the available Stow 'n Vac integrated vacuum. When things get messy, the convenience of an available lightweight, easy-to-operate, built-in vacuum by RIDGID® reaches behind the second row, making cleanup simple. Stored and contained near the second row of the driver's side, the most powerful integrated vacuum in its class² offers easy access to all corners of the Pacifica. Stow 'n Vac includes debris-drawer removal, for simple disposal, as well as a longer accessory hose for extended reach.





A headache-free zone and quietest vehicle in its class.²

The premium, ergonomically designed seats support contours of the body and are available heated and ventilated along with generous leg room. The all-new Active Noise Cancellation (ANC) technology provides a peaceful cabin experience, contributing to the quietest vehicle in its class.² The refined interior displays leather and cloth seating options with distinct stitching detail, as well as the standard Rotary E-shift dial and open center console with storage. The available 12-way adjustable driver seat with four-way power lumbar support and memory settings, heated steering wheel and keyless entry with push-button start are part of the available comforts that make Pacifica built to appreciate the driver.

DR
DEALER EXPRESS



The most technologically advanced vehicle in its class.¹

Pacifica transforms passenger productivity, entertainment and safety technology with the future of applied science and automation, bringing home and office capabilities on the road. The available 8.4-inch Uconnect® touchscreen has the ability to display turn-by-turn navigation instructions in the 7-inch full-color Driver Information Display (DID). The available all-new rear-seat Uconnect Theater offers the most advanced entertainment systems in its class.⁶ And paramount to helping protect you and your family is over 100 standard and available safety and security features that automatically react in the blink of an eye.





The most advanced entertainment system in its class.⁶

Uconnect® Touchscreen.

Remain focused on the road with your hands on the wheel, while you communicate, navigate and stay entertained. Personalize your information and connectivity with available features like Uconnect Access⁷ with WiFi⁸, Siri® Eyes Free⁹ voice commands¹⁰, Do Not Disturb to route incoming calls and texts, and the Drag and Drop menu bar to route your top Uconnect features and services.

Uconnect Theater.

The available Uconnect Theater allows second-row occupants to bring their lives along for the ride and simply connect with available USB and HDMI device connectivity. This technology integrates apps on two 10-inch HD touchscreens with the ability to stream media, keeping the crew entertained and in place. The dual backseat screens can display separate videos or games simultaneously.

Uconnect



Available Uconnect tools for demanding schedules.

Uconnect Access available WiFi

Hotspot and apps are the remote tools to help you manage your busy lifestyle. From warming up your Pacifica on a cold morning with Remote Start to using Yelp¹⁰ and Voice Texting¹¹ to arrange dinner plans, you'll have command of your demanding schedule.

You'll also enjoy your music apps like Pandora¹², Slacker Radio¹³, Aha by HARMAN and iHeartRadio¹⁴ using the Uconnect touchscreen.

The largest available touchscreens in its class.¹



Keen curious minds in the backseat engaged as they follow their travels with the Are We There Yet? app of playing games like checkers, tic-tac-toe, backseat bingo or the license plate game.

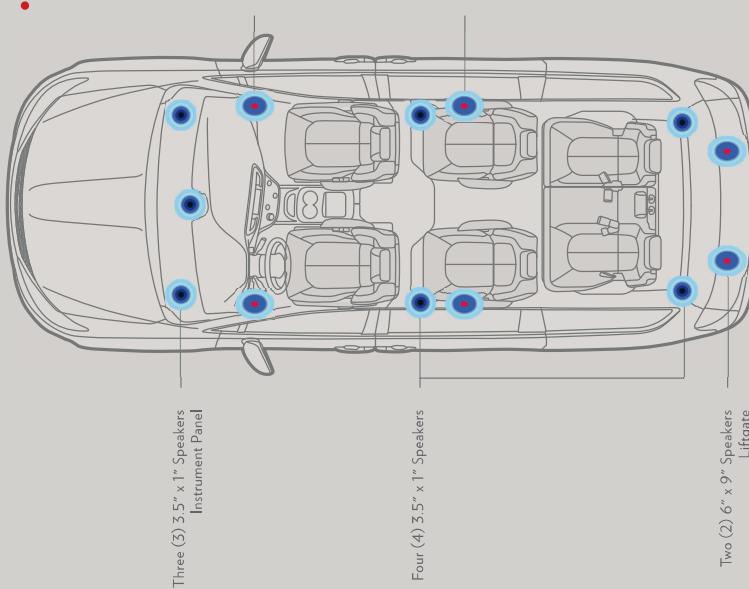




Sound your on-board specialists will approve.

With the available Harman Kardon® premium audio system, every seat is perfectly tuned by sound specialists to immerse you in multichannel surround-sound with up to 20 speakers in 13 locations — providing a life-like audio experience with the powerful quality of GreenEdge™ technology.

A cabin designed for optimal acoustics.



KeySense makes handing over the keys easier.

Put limits on speed, audio volume, SiriusXM[®] Channel¹² skip and more, as well as activate safety and security settings for additional drivers with the available KeySense feature. All can be assigned easily from the Uconnect[®] touchscreen to be utilized with a programmable key fob.



Personalize the vehicle information you see.

An available 7-inch full-color Driver Information Display (DID) delivers configurable and incredibly crisp graphics that are seamlessly integrated with cluster gauges. The display allows for a wide range of driver assist settings, such as digital speedometer, fuel economy, available Adaptive Cruise Control with Stop and Go,¹³ LaneSense[®] Lane Departure Warning with Lane Keep Assist,¹⁴ and turn-by-turn navigation. A host of trip, audio and vehicle settings and information are also customizable to what you would like to view.



Date night.

The life of the modern family is about quality time — wanting the most for each other while making time for yourself. The gorgeous and sleek all-new Pacifica silhouette makes a good case for parents' night out.





Advanced evolution.

The upper body and frame of the all-new Pacifica's unibody structure are engineered as a single unit, bringing a superior foundation for achieving premium sedan-like agility. This architecture carries exceptionally solid strength, advanced structural applications, optimized proportions, and dynamic qualities like an enhanced grade of high-strength steels. The new door design also increases visibility around the front windows and pillars while sound-absorbing barriers in body cavities and the engine area reduce overall passenger-compartment noise, contributing to less driver distraction.





100+
standard and available
safety & security
features



Your family's safety
and security are what matter most.

Over 100 standard and available safety and security features include advanced driver assistance features which help you to park, brake in the event you need it, as well as alert you of vehicles in your blind spot.



The modern minivan driver shows off power moves
with confident agility and precision.

Tuned and calibrated on rural roads, thoroughfares, highways, and at validation facilities, Pacifica is equipped to deliver the ride, feel and comfort of a premium vehicle with precision-tuned handling for more aggressive driving characteristics and precise, responsive steering. The Pacifica utilizes approximately 65-percent high-strength steel for maximizing stiffness and strength — for vehicle dynamics and crash performance — while optimizing weight efficiency.





Available 360° Surround View Camera¹⁵

No guesswork required.

Whether parking, changing lanes, or simply backing out of your driveway, the available full-surround camera views¹⁵ — with visual and audio alerts — provide a new level of technology. Along with keeping an eye on blind spots¹⁶ and the road ahead, Pacifica offers features that automatically slow and stop the vehicle if it's too close to another,¹⁷ or help steer it back into your lane if you've unintentionally drifted.¹⁴



Available Blind Spot Monitoring (BSM)¹⁸

BSM¹⁸ notifies you when another vehicle is present with illuminated icons in the outside rearview mirrors and chimes when selected. The system alerts you of vehicles in the blind areas when passing or changing lanes. Rear Cross-Path Detection¹⁵ notifies of vehicles crossing your path when your Pacifica is in reverse.



DRIVE
DIRECT Touchscreen

Available Surround-View Camera¹⁵ shown on the 8.4-inch Uconnect touchscreen.



With Parallel and Perpendicular Park Assist¹⁵, your spot is open.

Helping to guide you into place confidently, the available ParkSense® Rear Park Assist with Stop capability¹⁵ and Parallel and Perpendicular Park Assist¹⁵ help you in your daily maneuvers.



Optional LaneSense® Lane Departure Warning (LDW) with Lane Keep Assist¹⁴ will automatically help guide you back into your lane if you've crossed the line without using your turn signal.

Available Adaptive Cruise Control (ACC) with Stop and Go¹⁵ identifies vehicles driving in front of yours and maintains a set distance between you, including Full Stop functionality if necessary.

safety 48



Pacifica helps to keep
you at a safe distance.

Preventing potential impact, available Forward Collision Warning (FCW) with Active Braking¹⁷ will slow, as well as stop in some instances, your Pacifica to help prevent an impact.





Interior colors.

The interior on the all-new Pacifica offers sophisticated material and trim combinations with soft surfaces and contemporary colors to convey an ambience of living room comfort.





DEALER E-PROCESS

PACIFICA LX	   <p>Select standard equipment for LX</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Active Noise Cancellation (ANC) 6 Speakers</p> <p>Capless Fuel Fill Adaptive Cruise Control³ Deep-tint Glass Keyless Enter 'n GoTM</p>	   <p>Select standard equipment over Touring</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Active Noise Cancellation (ANC) 6 Speakers</p> <p>Capless Fuel Fill Adaptive Cruise Control³ Deep-tint Glass Keyless Enter 'n GoTM</p>
PACIFICA TOURING-L	   <p>Select standard equipment over Touring-L</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Go® Seating Three-zone Manual Climate Control Tilt/Telescoping Steering Wheel Uconnect® 5.0</p>	   <p>Select standard equipment over Touring-L</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Go® Seating Three-zone Manual Climate Control Tilt/Telescoping Steering Wheel Uconnect® 5.0</p>
PACIFICA TOURING-L PLUS	   <p>Select standard equipment over Touring-L Plus</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars Uconnect® 8.4-inch Radio 7-inch Driver Information Display (DID) 13 Speakers</p>	   <p>Select standard equipment over Touring-L Plus</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars Uconnect® 8.4-inch Radio 7-inch Driver Information Display (DID) 13 Speakers</p>
PACIFICA LIMITED	   <p>Select standard equipment over Touring</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars Uconnect® 8.4-inch Radio 7-inch Driver Information Display (DID) 13 Speakers</p>	   <p>Select standard equipment over Touring</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Second-row Seats Heated Steering Wheel Perforated Leather-trimmed Seats</p> <p>Stow 'n Place® Bright Side Roof Rails with Integrated Crossbars Uconnect® 8.4-inch Radio 7-inch Driver Information Display (DID) 13 Speakers</p>
PACIFICA TOURING HYBRID	   <p>Select standard equipment for Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Additional Charge-only First-row USB Port Automatic Headlamps</p> <p>Interior Door Handle LED Lamps Power Sliding Doors</p> <p>Rear Reading Courtesy Lamps Remote Proximity Entry on All Doors</p>	   <p>Select standard equipment for Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Additional Charge-only First-row USB Port Automatic Headlamps</p> <p>Interior Door Handle LED Lamps Power Sliding Doors</p> <p>Rear Reading Courtesy Lamps Remote Proximity Entry on All Doors</p>
PACIFICA TOURING-G-L	   <p>Select standard equipment over Touring</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>	   <p>Select standard equipment over Touring</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>
PACIFICA LIMITED HYBRID	   <p>Select standard equipment over Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>	   <p>Select standard equipment over Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>
PACIFICA LIMITED	   <p>Select standard equipment over Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>	   <p>Select standard equipment over Touring Hybrid</p> <p>powertrain 3.6L Pentastar® V6 9-speed Automatic Transmission</p> <p>Heated Front Seats Leather-trimmed Seating</p> <p>LED Tailamps Power Liftgate</p> <p>Three-zone Automatic Climate Control ParkSense® Rear Park Assist with Stop 'n Go™</p> <p>Remote Start Stow N Place® Black Side Roof Rails with Integrated Crossbars</p>





Authentic Chrysler Accessories

The all-new 2017 Chrysler Pacifica embodies family utility and sleek, sporty style. A wide range of Authentic Mopar® Accessories, crafted specifically for the versatile ingenuity of the modern Pacifica, lets you take your family's active lifestyle even further. From Sport and Cargo Carriers to Premium Protection Parts, Mopar helps the crew and all its gear go the distance. Visit your local Chrysler dealership to see the full line of Authentic Accessories for the all-new Chrysler Pacifica.



All-Weather Mats
These molded custom-fit mats feature deep grooves to trap and hold water, snow and protecting your vehicle's carpet from the elements. The mats, must during inclement weather, are sold as a set of five. All-Weather Cargo Mat is also available.

Slow 'n Go® Cargo Bins

Lightweight bins is seamlessly within the Slow 'n Go compartments, providing additional storage options when the second-row seats are not in the stowed position. Sold as a set of two.

Chrysler Top Cap
Item # 101U

Not your traditional baseball cap with its attention to detail. Available in a grey Specification: Made of brushed cotton ball. Embroidered Chrysler logo on front and embossed Chrysler logo on back buckle.

FD Black T-shirt
Item # 102Y

Do you have the knowledge that runs generations deep? Prove it with this exceptionally soft, hard-working tee. Available in black. Specifications: Dual-wall construction. Imported From Detroit (FD) logo on full front chest, and back of neck in silver. Made in USA.

Chrysler 14-oz. Vacuum Tumbler
Item # 102R

The ultimate laser-engraved titanium tumbler: a refreshing combination of advanced technology and elegant practicality. Available in titanium. Specifications: Dual-wall construction. Stainless steel vacuum insulation. Screw-on lid. Push-button locking feature. Laser-engraved Chrysler logo on one side.

Chrysler Vintage Script T-shirt
Item # 101G

Vintage style and simplicity will set this tee apart from the pack. Available in heathered navy. Specifications: Techinum 65% polyester/25% cotton. Short sleeve jersey. Chrysler vintage logo screen-printed on front. Available in black.

Chrysler Chrome Key Ring
Item # 1173J

This Chrome-handled chrome key ring lets you easily keep all your keys neatly organized. Specifications: Metal with vinyl strap and chrome key. Chrome hinged ring with three deadeable split rings. Laser-engraved Chrysler name is placed on strap. Available in navy.

Chrysler OGIO® Mercur Backpack
Item # 101F3

Specifications: Fleece-lined pocket for digital media/ audio or valuables. Side mesh beverage pocket. Comfortable straps with elastic shock absorbers, shoulder strap and elastic pocket. Fits most 17" laptops. Embroidered Chrysler ring design on front pocket. 13 1/2" W x 19" H x 8 1/2" D. Available in black.

Hitch Receiver
Item # 101P

Receiver increases towing capacity to up to 1,800 lb with weight-distributing equipment. The Hitch Ball, Ball Mount and Wiring Harness are sold separately.

Premium Cargo Carpet Mat
Item # 1173K

This premium, substantial cargo mat helps protect your vehicle's carpeting. The mat is custom-cutted for a precise fit and is constructed with a neoprene gripping border to help keep it firmly in place. Made from a Chrysler real leather-like and removes easily for cleaning. Set of three. Premium Carpet Floor Mats is also available.

Hitch-Mount Bike Carrier
Item # 101P

Hitch-mount carrier comes in two-bike and four-bike styles. (four fit two-inch receiver). Each style folds down to allow your vehicle's liftgate to open without having to remove bike. Carrier features carrying arms and security cable. Hitch-Mount Bike Carrier is also available.

*Proper secure all cargo. Sold separately. Check User Guide for hitch type, load capacity and heavy-duty equipment required. Do not exceed rated tow capacity of the vehicle as equipped. Tires and/or tires may require items not supplied by Mopar.

collection.chrysler.com



mopar.com



IMPORTED FROM DETROIT®

1-800-Chrysler
Chrysler.com



EXHIBIT D

EXHIBIT D

BOTTINI & BOTTINI, INC.

Francis A. Bottini, Jr.

writer's direct: 858.926.2610
fbottini@bottinilaw.com

April 7, 2022

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

FCA US, LLC
5000 Birch Street, Suite 10000
Newport Beach, CA 92660

Agent for Service:

C T Corporation System
330 North Brand Boulevard, Suite 700
Glendale, CA 91203

Re: *Notice of Violation of California's Consumers Legal Remedies Act and
Demand for Relief Pursuant to Cal. Civ. Code § 1782*

To Whom It May Concern:

Bottini & Bottini, Inc. represents Robyn Reilman ("Plaintiff") owner of a 2018 model Chrysler Pacifica Plug-in Electric Vehicle ("PHEV"). Mrs. Reilman will seek to represent a nationwide class of all owners and lessees of 2017 to 2018 Chrysler Pacifica PHEVs (the "Class Vehicles"), and in the alternative, a California class of the same persons. This letter is to serve as notice and demand for corrective action by FCA US, LLC ("FCA"), pursuant to the Consumers Legal Remedies Act, California Civil Code §1782(d).

Plaintiff alleges that FCA engaged in deceptive acts and practices, including by misrepresenting the quality and safety of Class Vehicles. As a result, Class Vehicles are at heightened risk of spontaneous fire.

FCA's conduct violates California consumer protection law, including California's Consumers Legal Remedies Act, California Civil Code §1750, *et seq.*, because FCA:

- a. misrepresented the source, sponsorship, approval, or certification of goods or services in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(2);
- b. represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(5); and

Letter to FCA US, LLC

April 7, 2022

Page 2

- c. represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another in violation of the Consumers Legal Remedies Act, Civ. Code §1770(a)(7).

Mrs. Reilman and the other similarly situated purchasers and lessees of the Class Vehicles (“the Class”) have suffered harm as a result of these violations. FCA sent consumers of Class Vehicles notices admitting, “a vehicle fire can result in increased risk of occupant injury and/or injury to persons outside the vehicle, as well as property damage,” and that, “the remedy for this condition is not currently available.”

With this letter, Bottini & Bottini, Inc., on behalf of Plaintiff, and all other similarly situated persons, demand that you correct your business practices and take prompt action.

Please direct all communications or responses regarding this notice to the following counsel:

Francis A. Bottini, Jr.
BOTTINI & BOTTINI, INC.
7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: (858) 914-2001
fbottini@bottinilaw.com

REQUESTED REMEDIES

Plaintiff DEMANDS THAT WITHIN THIRTY DAYS you remedy your violations by doing the following:

- I. Subject to monitoring and confirmation by Plaintiff’s counsel, compensate proposed class members for all injuries caused by FCA’s misrepresentation of the quality and safety of Class Vehicles resulting in Class Members’ harm, including costs associated with the repair needed to ensure Class Vehicle functionality and safety, restitution of all monies paid for the sales price of the Class Vehicles and diminished value of the Class Vehicles.
- II. Immediately cease the above-described violations of the CLRA.
- III. Immediately engage in a corrective campaign to fully disclose material information about the Class Vehicles’ risk of fires.
- IV. Pay into a court-approved escrow account an amount of money sufficient to pay Plaintiff’s reasonable attorneys’ fees and costs.

Please contact us within thirty days to discuss FCA’s implementation of these remedies.

Letter to FCA US, LLC

April 7, 2022

Page 3

Sincerely,

s/ Francis A. Bottini, Jr.

Francis A. Bottini, Jr.
for BOTTINI & BOTTINI, INC.

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See Reverse for Instructions

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PS Form 3800, April 2015 PSN 7530-02-000-9047

EXHIBIT E

EXHIBIT E

1 **BOTTINI & BOTTINI, INC.**
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3 fbottini@bottinilaw.com
4 Nicholaus H. Woltering (SBN 337193)
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6 7817 Ivanhoe Avenue, Suite 102
7 La Jolla, CA 92037
8 Telephone: (858) 914-2001
9 Facsimile: (858) 914-2002
10 Email: fbottini@bottinilaw.com
11 nwoltering@bottinilaw.com

12
13 *Attorneys for Plaintiff Robyn Reilman,*
14 on behalf of herself and all others similarly
15 situated.

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **ROBYN REILMAN**, an individual, on
19 behalf of herself and all others similarly
20 situated,

21 Plaintiff,

22 v.

23 **FCA US, LLC**,

24 Defendant.

25 **CASE NO.:**

26 **CLRA VENUE DECLARATION OF**
27 **PLAINTIFF ROBYN REILMAN PURSUANT**
28 **TO CALIFORNIA CIVIL CODE SECTION**
29 **1780(d)**

1 I, ROBYN REILMAN, hereby declare:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do so, could
3 competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the Complaint, which is based in part on violations
6 of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

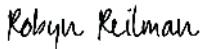
7 4. The Complaint has been filed in the proper place for trial of this action.

8 5. Defendant FCA US, LLC, is headquartered in the state of Michigan.

9 6. I reside in the City of Valley Glen, County of Los Angeles, California.

10 7. I purchased a 2018 Chrysler Pacifica PHEV in California from Chrysler Dodge Ram
11 Jeep, a dealership located in the City of Chatsworth, County of Los Angeles, California.

12 I declare under penalty of perjury pursuant to the laws of the State of California, that the
13 4/7/2022 | 1:19 PM PDT
foregoing is true and correct. Executed this _____ day of April 2022 at _____,
14 California.

15 
16 ROBYN REILMAN